

GRANT SUMMARY SHEET

Grant Name: GNRC Nutrition and Transportation Program 23

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: \$897,335.00

Cash Match Amount: \$81,459.22

Department Contact: Andrew Sullivan
862-6406

Status: CONTINUATION

Program Description:

This is a continuation of our Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides meals for the elderly through the Meals on Wheels program and at congregate sites throughout Nashville. Nutrition Services: Amount awarded is \$777,335.00 with a cash match of \$73,681.44. Transportation Services: Amount awarded is \$70,000 with a cash match of \$7,777.78. Additional funding for In-Home Service: \$50,000 with no match requirement.

Plan for continuation of services upon grant expiration:

None

Grants Tracking Form

Part One							
Pre-Application ☐		Application ☐		Award Acceptance ☒		Contract Amendment ☐	
Department	Dept. No.	Contact	Phone	Fax			
SOCIAL SERVICES	037	Andrew Sullivan	862-6406				
Grant Name:	GNRC Nutrition and Transportation Services 23						
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		Other:				
Grant Period From:	07/01/22	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/23	(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:		\$897,335.00			
Status:	CONTINUATION	Metro Cash Match:		\$81,459.22			
Metro Category:	Est. Prior.	Metro In-Kind Match:					
CFDA #	43.045,93.052 & 5	Is Council approval required?		☒			
Project Description:	Applic. Submitted Electronically?						
This is a continuation of our Nutrition Grant Social Services has had with GNRC for over 30 years. This grant provides meals for the elderly through the Meals on Wheels program and at congregate sites throughout Nashville. Nutrition Services: Amount awarded is \$777,335.00 with a cash match of \$73,681.44. Transportation Services: Amount awarded is \$70,000 with a cash match of \$7,777.78. Additional funding for In-Home Service: \$50,000 with no match requirement.							
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:							
Metro is only required to Match 10% of the grant but has historically matched much more than needed. For this grant year Metro and GNRC has agreed to make all but one of the positions Metro positions and have only one position and all the meals be grant funded. This covers the 10% match that is needed and keeps the total match in line with that Metro has historically done.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		N/A		Fund	10101 Business Unit 37122300		
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		30.64%		Indirect Cost of Grant to Metro:	\$299,902.55		
*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	FY23	\$897,335.00		\$0.00	\$81,459.22	10101, 37122300	\$0.00	\$978,794.22	\$299,902.55	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$897,335.00	\$0.00	\$0.00	\$81,459.22		\$0.00	\$978,794.22	\$299,902.55	\$0.00
Date Awarded:		07/01/22		Tot. Awarded:	\$897,335.00	Contract#:	MSS-G 2326-1			
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

VW



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 7/1/2022	End Date 6/30/2023	Agency Tracking # MSS-G 2326-21	Edison ID
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County - Social Services			Edison Vendor ID
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		CFDA # 93.044 (III-B), 93.045 (III-C), 93.052 (III-E), 93.053 (NSIP) Grantee's fiscal year end June 30	
Service Caption (one line only) For the provision of nutrition services for older or disabled adults and transportation services for older adults.			
Funding —			
FY	State/Federal	Interdepartmental	TOTAL Grant Contract Amount
2023	\$897,335.00		\$897,335.00
TOTAL:	\$897,335.00		\$897,335.00
Grantee Selection Process Summary			
☒ Competitive Selection		RFP was issued and proposals evaluated and scored to determine selection	
☐ Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart (optional)	Account Code (optional)		

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council ("Agency") and Metropolitan Government of Nashville and Davidson County - Social Services ("Grantee"), is for the provision of nutrition services for older or disabled adults and transportation services for older adults, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee FEIN 62-0694743

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Scope to be provided under this Grant Contract is included in Attachment A. The Scope is fully incorporated into and made part of this Grant Contract.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Agency grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (incorporated by reference) to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. Term. This Grant Contract shall be effective for the period beginning on July 1, 2022, ("Effective Date") and ending on June 30, 2023 ("Term"). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The Agency reserves the right at its sole option to exercise up to three consecutive renewal options under the same terms and conditions, with each renewal option period not to exceed twelve (12) months. In no event, however, shall the maximum term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed Eight Hundred And Ninety-Seven Thousand, Three Hundred And Thirty-Five Dollars (\$897,335.00) for FY 2023 ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B for FY 2023 is the maximum amount due the Grantee under this

Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Agency no more often than monthly, with all necessary supporting documentation, and present such to:

AgingFinance@gnrc.org

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Agency).
 - (5) Grantor: Greater Nashville Regional Council
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee FEIN Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Agency within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The Agency will not deem such Grantee costs to be allowable and reimbursable by the Agency unless, at the sole discretion of the Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within eight (8) days of the Grant Contract end date, in form and substance acceptable to the Agency.

- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. Agency's Right to Set Off. The Agency reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Agency, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the Agency the Agency-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Agency:

Michael Skipper, Executive Director
cc: Sara Fowler, Director of Aging and Disability Services
Greater Nashville Regional Council
220 Athens Way, Ste 200, Nashville, TN 37228
mskipper@gnrc.org
cc: sfowler@gnrc.org
Telephone # 615-862-8828
FAX # 615-246-2688

The Grantee:

Greg Perry, Program Manager
Metropolitan Government of Nashville and Davidson County - Social Services
800 2nd Avenue North, Suite 100, Nashville, TN 37201
Gregory.perry@nashville.gov
Telephone # 615-862-6481
FAX # 615-862-6404

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall

be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the Agency that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the Agency, including cooperation and coordination with Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment C, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Agency shall

obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Agency as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment E.

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of

any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies

arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

- E.3. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides

information to the Agency as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.

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

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

- E.4. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

- E.5. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
- d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.6. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the Agency under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.

AGREED:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES:

JOHN COOPER, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

7/7/2022
Date

7/25/2022
Date

7/26/2022
Date

7/26/2022

Date

Date _____

Date _____

ATTACHMENT A**Transportation Scope of Services**

1. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another, using a Grantee vehicle. Transportation resources 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.
2. Metropolitan Government of Nashville and Davidson County - Social Services (Grantee) will have standard written procedures for providing service.
3. The Grantee will establish trip priorities such as medical appointments and nutrition sites in the event all participants requesting service cannot be served.
4. The Grantee will strictly enforce the Tennessee seat belt law.
5. Drivers will be in compliance with state governing law, statutes, policies, and regulations.
6. In addition to general training requirements, drivers will be provided with at least one annual in-service training as specified in a written training plan which will include these topics:
 - a. Medical emergencies: CPR, first aid, accident procedures;
 - b. Passenger relations;
 - c. Passenger assistance;
 - d. Special skills or knowledge for transporting special populations, such as dialysis patients; and,
 - e. Operation of special equipment such as wheelchair lifts or ramps.
7. A regular vehicle maintenance program which includes maintenance of safety equipment will be followed and documented.
8. An accident review process which includes documentation of action taken and final conclusion will be established and followed.
9. Participant information will be maintained at the dispatch sites which include:
 - a. General information regarding participant, including directions to the home, if necessary;
 - b. Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and,
 - c. Emergency information.
10. Transportation program vehicles are not to be used in lieu of emergency medical transportation.
11. The Grantee will retain records for five years plus the current year.
12. The Grantee will submit an annual report to the Agency by August 1 of each year.
13. The Grantee will provide the services marked in the following categories:

X	Service - definition
X	Assisted Transportation (One Way Trip) - Provision of transportation and assistance, including escort, for a person who has difficulties (physical or cognitive) using regular vehicle transportation.
X	Transportation (One Way Trip) - Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.

14. The Grantee will provide transportation services to eligible persons in the following counties:

Davidson County

15. The Agency has approved the following holiday closures:
New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day
16. The Grantee will make Transportation Services available during the following days and times:
Monday – Friday, 8:00 a.m. – 4:30 p.m.
17. Participants of the transportation service will not be charged a fee but can be provided an opportunity to make a contribution for service.
18. The Grantee will submit financial reports and Invoices for Reimbursement (IFRs) to the Agency monthly on or before the 8th day of the month following the month being reported.
19. The Grantee will collect participant information using the questions on the Participant Registration Form (PRF) and will maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Data." The Grantee will enter Data into the WellSky Aging and Disability Database and submit verification reports to the Agency by 11:59 p.m. on the 10th of the following month unless otherwise permitted in writing by the Agency.
 - a. If the Grantee has received written permission from the Agency to submit data directly to Agency, all data and required documentation will be submitted monthly to the Agency via email by 11:59 p.m. on the 8th day of the following month.
19. If Grantee does not submit Data or provide any reports or information appropriately and timely, as described in #19 Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these 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, Contractor will pay GNRC one-twelfth of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses.

GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will 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.

20. The Agency has approved the following subcontractor(s) for delivery of this service:

Name	Address	Phone #	Fax #	Email
Metro Transit Authority (WeGo)	430 Myatt Drive Madison, TN 37115	615-862-5641	615-882-9303	Marilyn.yokley@nashville.gov

21. The Grantee will strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	Approximate # of Individuals Aged 60+ to be Served Yearly	Average # of Rides
Total Unduplicated Individuals	75	200
Low Income	35	100
Low Income Minority	35	100
Rural	0	0
English Limitation	5	13

ATTACHMENT A**Nutrition Scope of Services**

1. In regard to the administration of the Nutrition Program, Metropolitan Government of Nashville and Davidson County - Social Services (Grantee) will comply with the program guidelines contained in the Tennessee Commission on Aging and Disability, Program and Policy Manual, Chapter 7 as well as any relevant federal and state laws, rules, and regulations.
2. Unless provided by the Agency, a Dietitian or Individual with Comparable Expertise (ICE) will be consulted for the provision of nutrition education and menu analysis.
3. Home Delivered Meals will be served to eligible homebound persons and or their caregivers and delivered to the person's place of residence. These meals will be appealing to program participants, meet 33 1/3 percent of the dietary reference intakes (DRIs), and comply with the current Dietary Guidelines for Americans (DGAs).
4. Congregate Meals will be served to eligible persons at a nutrition site, senior center, or some other congregate setting. These meals will be appealing to program participants, meet 33 1/3 percent of the dietary reference intakes (DRIs), and comply with the current Dietary Guidelines for Americans (DGAs).
5. Liquid nutrition supplements will be served in such quantity to be nutritionally equivalent to a congregate or home-delivered meal. Liquid nutrition supplement will be provided only with a doctor's authorization updated biannually.
6. The Grantee will ensure that nutrition services meet all food safety standards and comply with local health department regulations. Every precaution will be taken to ensure that all foods are kept within the temperature guidelines established by the Tennessee Health Department.
7. The Grantee, upon identifying additional needs or change in circumstances of a participant, will ensure that that participant is referred to the Agency.
8. The Grantee will notify the Agency in writing immediately if the Grantee becomes aware that resource constraints or other issues will require the establishment of a waitlist, participation caps, or other reduction or modification in meal service.
9. The Grantee will notify the Agency in writing within one (1) business day if a meal site is closed, a new meal site is opened, or any other significant operational changes regarding meal sites occurs, such as temporary closure or reduction in numbers of days of operation during the week. The notification will include the name of the site, address, telephone number, contact person and county location and a detailed description of the change and reasoning for the change. The Grantee will keep a record of the notice and the acknowledgement of the notice by the Agency.
10. The Grantee will conduct program outreach to individuals in greatest social and economic need with particular attention to those who are low-income, minority, frail, or homebound or otherwise isolated.
11. The Grantee will internally monitor all operations using monitoring tools approved by the State as outlined in the Nutrition Chapter in the Program and Policy Manual. Identified issues will be remedied immediately.
12. The Grantee may design and, upon approval by the Agency and State, implement an alternative nutrition program using up to 10% of the nutrition funding on innovative nutrition services.
13. The Grantee will retain records for five years plus the current year.
14. Nutrition Service Incentive Program (NSIP) funds will only be used for the purchase of domestically produced foods to be used in NSIP eligible congregate and home-delivered meals.

15. The Grantee will submit financial reports to the Agency monthly by the 8th day of the month following the end of the month being reported.
16. The Grantee will enter program, service delivery per participant, and participant data, as required on program-specific forms, monthly into the WellSky Aging and Disability Database on or before 11:59 p.m. on the 14th of the month following the month being reported. The Grantee will also submit verification reports, including required support documentation, to the Agency by 11:59 p.m. on the 14th of the month following the completed month.
17. If Grantee does not enter its information into the WellSky Aging and Disability Database appropriately as described in #16, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these 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, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.
- b. The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses.

GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will 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.

18. The Grantee will attend meetings or workshops sponsored by the Agency and the Tennessee Commission on Aging and Disability, where appropriate.
19. The Agency has approved the following holiday closures:
New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day
20. The Grantee will make nutrition services available during the following days and times:
Monday – Friday, 9:00 a.m. – 4:00 p.m.
21. The Grantee will provide nutrition services to eligible persons in the following counties:

Congregate Meals
Davidson County

Home Delivered Meals
Davidson County

22. The Agency has approved the following subcontractor(s) for delivery of this service:

Name	Address	Phone #	Fax #	Email
Trio Community Meals	136 Park S Ct Nashville, TN 37210	256-347-7268	N/A	Michael.fulton@triocommunitymeals.com

23. The Grantee will provide only the services marked with an X in the following table to, at a minimum, the unduplicated number of people indicated next to the checked item along with providing, at a minimum, the units of services (defined in the service category as either a meal, a contact, a screening, or a trip):

X	Service	Estimated Units of Service
X	Congregate Meal (1 meal) – Provision of a meal to an eligible person at a nutritional meal site, senior center, or some other congregate setting. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.	49,489
X	Hot Home-Delivered Meal (1 meal) -- Provision of a hot meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.	39,056
X	Frozen/Shelf-Stable Home-Delivered Meal (1 meal) – Provision of a frozen or shelf-stable meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.	30,377

X	Service	Estimated Units of Service
X	Liquid Nutrition Supplement (1 meal equivalent) – Provision of a dietary supplement provided to an eligible and qualified individual unable to consume a regular congregate or home-delivered meal. Liquid nutrition services may only be provided with a doctor's authorization updated biannually. Liquid nutrition supplements must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.	As needed
X	Nutrition Education (1 session/education material per participant) -- Provision of a program or educational material to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.	Per participant
X	Nutrition Counseling (1 session per participant) -- Provision of one-on-one advice and guidance to individuals who are at nutritional risk because of their nutritional history, current dietary intake, medication use, or chronic illnesses about options and methods for improving their nutritional status. This service must be provided by a licensed registered dietitian.	As needed
X	Nutrition Outreach (1 Contact) –Provision of activities designed to identify and provide one-on-one contact with isolated older persons or their caregivers who have unmet service needs and to assist them in gaining access to appropriate services. This service must be delivered by agencies designated by the Agency; designated agencies will have a defined responsibility and trained staff specifically assigned to provide this service. Note: The service units for outreach are individual, one-on-one contacts between a service provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregivers (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a unit of service.	As needed
X	Nutrition Screening (1 screen per participant) – An annual screening of a nutrition program participant using the provided tools to assess nutrition risk.	Per participant
	Congregate Transportation (1 One Way Trip) – Provision of transportation to and from a congregate nutrition site. Does not include any other activity.	

ATTACHMENT A**In-Home Services Scope of Services**

1. Prior to delivering any services under this agreement, the Grantee will be licensed in accordance with the regulations of the State; agencies providing in-home services (such as homemaker and personal care) must have a PSSA license or be licensed as a home health care agency by the Tennessee Department of Health.
2. Metropolitan Government of Nashville and Davidson County - Social Services (Grantee) will have current insurance with at least the minimum coverage limits as set forth in Tenn. Code Ann. §29-20-403 or as required by this Contract, whichever is greater.
3. Services and units of services to be provided to individuals will be consistent with the Provider Authorization provided to the Grantee by the Agency.
4. The Grantee will keep documentation of all contact with or on the behalf of the individual receiving services and ensure that the assigned tasks identified in the Provider Checklist is carried out.
5. The Grantee will keep documentation of each service provided with each visit, which includes a services rendered checklist that is signed by the individual and the worker.
6. The Grantee will have methods and procedures in place for the collection and reporting of individual-specific service data, including but not limited to rosters, invoices, and daily logs. This will be provided to the Agency on the template provided monthly on or before the 8th day of the month following the month being reported.
7. The Grantee will not collect social security numbers of any individuals receiving services through the Contract.
8. The Grantee will track missed visits and will report the missed visits to the Agency within five (5) business days of the missed visit. Reports will include the date, time, and reason for missed visit. The Grantee may track and report missed visits to the Agency through other methods approved by TCAD and the Agency annually prior to the start of the contract year.
9. The Grantee and its employees will comply with all state laws relating to mandated reporting of abuse, neglect, and/or exploitation and will immediately make a report to appropriate officials for follow-up, conditions or circumstances which place the individual, or the household of the individual, in danger.
10. The Grantee will retain records for a period of five (5) years plus the current year.
11. The Grantee will attend and participate in annual mandatory training hosted by the Agency.
12. The Grantee will make in-home services available during the following days and times:
Monday – Friday, 9:00 a.m. – 4:00 p.m.
13. The Agency has approved the following holiday closures:
New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day
14. The Agency has approved the use of the following subcontractor(s) for delivery of this service:

Name	Address	Phone #	Fax #	Email
Trio Community Meals	136 Park S Ct Nashville, TN 37210	256-347-7268	N/A	Michael.fulton@triocommunitymeals.com

15. The Grantee will provide in-home services to eligible persons in the following counties:

Davidson County

Home and Community Based Services (Title III-B)

1. The purpose of Title III-B Home and Community Based Services is to provide eligible adults, age 60 and over, with the option of receiving services to enhance their capacity to remain self-sufficient in their homes and to maximize the informal support provided by caregivers.
2. The Grantee will comply with the administrative, program, and fiscal requirements contained in the Home and Community-Based Services Chapter of the Tennessee Commission on Aging and Disability Program and Policy Manual as well as any and all relevant federal laws, regulations, and rules.
3. Services will begin within five (5) business days of the receipt of the Provider Authorization by the Grantee.
4. The Grantee will provide a written report of any changes in an individual's condition/health/needs to the Agency within five (5) business days.
5. The Grantee will provide only the services marked by an X in the following table:

X	Service – HCBS (Title III-B)
	Adult Day Care - Provision of personal care for dependent adults in a supervised, protective congregate setting during some portion of a twenty-four-hour day. Services sites may include intermediate and skilled care facilities, hospitals, churches, community centers, senior centers, and other appropriate, accessible facilities. Services offered in conjunction with adult day care includes social and recreational activities, training, and counseling, meals for adult day care; and/or services such as rehabilitation, medications assistance, and home health aide services for adult day health.
	Homemaker - Provision of assistance to persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, and doing light housework. Activities include routine household management tasks such as menu planning, budgeting, shopping, meal preparation, and light housekeeping
	Personal Care – Provision of personal assistance, supervision, or cues for a person having difficulties with one or more of the following five activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed
	Chore – Provision of programs that offer the services of domestic workers who go into people's homes and help with heavy house cleaning chores. Activities include providing assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work, or sidewalk maintenance.
X	Home Delivered Meals - Provision of a meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.
	Home Modifications/Repair – Provision of assistance in the form of labor and supplies for people who need to make essential repairs in order to eliminate health or safety hazards,

	such as weatherization; installing safety or accessibility features such as ramps, handrails, or grab bars; repairing or replacing steps; or repairing heating, plumbing, or electrical systems.
	Medical Equipment & Supplies - Provision of necessary sickroom equipment, medical bandages, respiratory aids, and/or other medical supplies that are required by people who are convalescing following surgery or illness.
	Personal Emergency Response System (PERS) – Provision of electronic equipment which connects frail elderly individuals or people who have disabilities with participating hospitals, paramedics, or other sources of emergency assistance.
	Pest Control - Provision of services that abate established infestations of insects, rodents, and other pests which may endanger the health of the family or cause damage to homes.

OPTIONS for Community Living

1. Services under this contract through the OPTIONS FOR COMMUNITY LIVING program can only be provided for adults aged 60 and over and adults with physical disabilities who are at risk of entering long-term care facilities.
2. The Grantee will comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, Program and Policy Manual, Chapter 16 and any relevant state laws, regulations, and rules.
3. Services will begin within five (5) business days of the receipt of the Provider Authorization by the Grantee.
4. The Grantee will provide a written report of any changes in an individual's condition/health/needs to the Agency within five (5) business days.
5. The Grantee will provide the only the services marked with an “x” in the following table:

X	Service - OPTIONS
	Homemaker - Provision of assistance to persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, and doing light housework. Activities include routine household management tasks such as menu planning, budgeting, shopping, meal preparation, and light housekeeping
	Personal Care – Provision of personal assistance, supervision, or cues for a person having difficulties with one or more of the following five activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed
	Chore – Provision of programs that offer the services of domestic workers who go into people's homes and help with heavy house cleaning chores. Activities include providing assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work, or sidewalk maintenance.
X	Home Delivered Meals - Provision of a meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.

	Home Modifications/Repair – Provision of assistance in the form of labor and supplies for people who need to make essential repairs in order to eliminate health or safety hazards, such as weatherization; installing safety or accessibility features such as ramps, handrails, or grab bars; repairing or replacing steps; or repairing heating, plumbing, or electrical systems.
	Medical Equipment & Supplies - Provision of necessary sickroom equipment, medical bandages, respiratory aids, and/or other medical supplies that are required by people who are convalescing following surgery or illness.
	Personal Emergency Response System (PERS) – Provision of electronic equipment which connects frail elderly individuals or people who have disabilities with participating hospitals, paramedics, or other sources of emergency assistance.
	Pest Control - Provision of services that abate established infestations of insects, rodents, and other pests which may endanger the health of the family or cause damage to homes.

National Family Caregiver Support (Title III-E)

1. The purpose of Title III-E, National Family Caregiver Support Program (NFCSP), is to provide a service delivery system that responds to the needs of the caregiver.
2. The Grantee will comply with the administrative, program, and fiscal requirements contained in the National Family Caregiver Support Program Chapter of the Tennessee Commission on Aging and Disability Program and Policy Manual, Chapter 11 as well as any and all relevant federal laws, regulations, and rules.
3. Services will begin within five (5) working days of the receipt of the Provider Authorization by The Grantee, where applicable.
4. The Grantee will provide only the services marked with an X in the following table:

X	Service – NFCSP (Title III-E)
	Adult Day Care - Provision of personal care for dependent adults in a supervised, protective congregate setting during some portion of a twenty-four-hour day. Service sites may include intermediate and skilled care facilities, hospitals, churches, community centers, senior centers, and other appropriate, accessible facilities. Services offered in conjunction with adult day care includes social and recreational activities; training; and counseling; meals for adult day care; and/or services such as rehabilitation, medications assistance, and home health aide services for adult day health.
	Chore - Programs that offer the services of domestic workers who go into people's homes and help with heavy house cleaning chores. Activities include providing assistance to persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work, or sidewalk maintenance.
X	Home Delivered Meals - Provision of a meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: • if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences • if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA • if three meals are served, the meals together must provide 100 percent of the current daily RDA.
	Home Modification - Programs that provide assistance in the form of labor and supplies for people who need to make essential repairs in order to eliminate health or safety hazards, such as weatherization, installing safety or accessibility features such as ramps, handrails, grab bars or repairing or replacing steps, repair of heating, plumbing, or electrical systems.

X	Service – NFCSP (Title III-E)
	Homemaker - Providing assistance to persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, and doing light housework. Activities include routine household management tasks such as menu planning, budgeting, shopping, meal preparation, and light housekeeping
	In-home Adult Care/In-home Respite - Programs that provide care and supervision for dependent adults in their own homes during some part of a twenty-four-hour day.
	Medical Equipment & Supplies - Programs that provide necessary sickroom equipment, medical bandages, respiratory aids, and other medical supplies that are required by people who are convalescing following surgery or illness.
	Personal Care - Providing personal assistance, supervision or cues for a person having difficulties with one or more of the following five activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed
	Personal Emergency Response System (PERS) - Programs that provide electronic equipment which connects frail elderly individuals or people who have disabilities with participating hospitals, paramedics, or other sources of emergency assistance.
	Pest Control - Programs that abate established infestations of insects, rodents and other pest which may endanger the health of the family or cause damage to homes.
	Caregiver Training - Programs that provide training for family members and other unpaid caregivers which focuses on care-related activities such as medication management, personal care, and making the home environment safe and barrier-free as well as on stress management and other techniques to help the caregiver take care of him or herself.
	Individual Counseling - Programs that offer personal therapeutic sessions in which the therapist works on a one-to-one basis with clients to help them resolve their mental, emotional, or social problems. This service must be provided by a Licensed Professional Counselor, Licensed Clinical Social Worker, or a Licensed Clinical Psychologist.
	Support Groups - Programs that offer sessions in which unrelated groups of seniors and/or their families discuss their attitudes, feelings, and problems and, with input from other members in the group, attempt to achieve greater understanding and adjustment and explore solutions to their problem.
	Information-- A service for caregivers that provides the public with information on resources and services available to the individuals within their communities. Activities are directed to large audiences of current or potential caregivers.

ATTACHMENT B

GRANT BUDGET				
Transportation Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2022 END: June 30, 2023		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$70,000.00	\$7,777.78	\$77,777.78
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$ 0.00	\$ 0.00	\$ 0.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$70,000.00	\$7,777.78	\$77,777.78

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT, AND AWARD	
Transportation Services at \$3.70 per One Unit (Trip) (Average)	
TOTAL	\$70,000.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$70,000.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
TOTAL		\$70,000.00

ATTACHMENT B

GRANT BUDGET				
Nutrition Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$777,335.00	\$73,681.44	\$851,016.44
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$777,335.00	\$73,681.44	\$851,016.44

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

SPECIFIC ASSISTANCE TO INDIVIDUALS	
Congregate Meals at \$7.50 per One Unit (Meal)	
Hot Home Delivered Meal at \$8.00 per One Unit (Meal)	
Frozen Meal at \$7.00 per One Unit (Meal)	
Emergency Meal at \$7.00 per One Unit (Meal)	
TOTAL	\$777,335.00

SOURCE OF FUNDS	ALN	GRANT CONTRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$0.00
Title III-C-1 Congregate Meals Service	93.045	\$421,463.00
Title III-C-2 Home Delivered Meals Service	93.045	\$241,670.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$0.00
Title III-E National Family Caregiver Support Program	93.052	\$0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$0.00
Title VII Elder Abuse Prevention Program	93.041	\$0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$81,452.00
State Funds		
State Senior Centers Operations		\$0.00
State Home delivered Meals		\$29,750.00
State Homemaker		\$0.00
State Caregiver		\$3,000.00
State Guardianship		\$0.00
State HCBS/Options for Community Living Program		\$0.00
TOTAL		\$777,335.00

ATTACHMENT B

GRANT BUDGET				
In-Home Services (Options/HCBS/NFCSP)				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00
16	Specific Assistance To Individuals	\$50,000.00	\$ 0.00	\$50,000.00
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00
25	GRAND TOTAL	\$50,000.00	\$ 0.00	\$50,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

SPECIFIC ASSISTANCE TO INDIVIDUALS	
Congregate Meals at \$7.50 per One Unit (Meal)	
Hot Home Delivered Meal at \$8.00 per One Unit (Meal)	
Frozen Meal at \$7.00 per One Unit (Meal)	
Emergency Meal at \$7.00 per One Unit (Meal)	
TOTAL	\$50,000.00

ATTACHMENT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract (as that term is defined below) between the Greater Nashville Regional Council (GNRC) and Mid-Cumberland Human Resource Agency (Grantee) in accordance with Section D.11 of the Contract. This Agreement shall have the same effective date as the date of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **Metropolitan Government of Nashville and Davidson County - Social Services** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore, the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

- (a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.
- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean Metropolitan Government of Nashville and Davidson County - Social Services, whose principal address is 800 2nd Avenue North, Suite 100, Nashville, TN 37201.
- (b) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way, Ste 200, Nashville, TN 37228.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.
- (e) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules
- (a) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (b) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (c) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (d) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (e) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (f) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (h) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

- (i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (k) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (l) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (m) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (a) Business associate may use or disclose protected health information as required by law.
- (b) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

- (g) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

- (a) Term. This Agreement shall be effective as of the date described above and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (a) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (b) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (a) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (b) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (c) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (a) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes

- that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.
- (b) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
 - (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. **Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (a) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (c) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (d) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (e) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (f) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOASS-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.044
Total amount of federal funds obligated to the subrecipient (Agency)	\$1,567,600
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,825,000
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	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOACM-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.045
Total amount of federal funds obligated to the subrecipient (Agency)	\$1,645,400
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$8,827,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIC1: Congregate Meals
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOAHD-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.045
Total amount of federal funds obligated to the subrecipient (Agency)	\$1,098,500
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,483,600
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIC2: Home Delivered Meals
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOAFC-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.052
Total amount of federal funds obligated to the subrecipient (Agency)	\$742,800
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,462,200
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIE: NFCSP
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - OAA

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2201TNOANS-01
Federal award date	1/7/2022
Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.053
Total amount of federal funds obligated to the subrecipient (Agency)	\$290,900
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,689,600
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Nutrition Srvs Incentive Program
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNSSC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.044
Total amount of federal funds obligated to the subrecipient (Agency)	\$620,800
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,093,200
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIB: Supportive Services
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet - ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	TECHGVHBFXN9
Federal Award Identification Number (FAIN)	2101TNCMC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.045
Total amount of federal funds obligated to the subrecipient (Agency)	\$272,900
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,547,333
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIC1: Congregate Meals
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet – ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNHDC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.045
Total amount of federal funds obligated to the subrecipient (Agency)	\$607,300
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,026,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIC2: Home Delivered Meals
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet – ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNPHC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.043
Total amount of federal funds obligated to the subrecipient (Agency)	\$59,400
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$295,867
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIID: Preventive Health
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT D

Federal Award Identification Worksheet – ARP

Subrecipient's (Agency's) name (must match registered name in DUNS)	Greater Nashville Regional Council
Subrecipient's (Agency's) Unique Entity Identifier (UEI)	D9NSAAP96ZL6
Federal Award Identification Number (FAIN)	2101TNFCC6-00
Federal award date	5/3/2021
Subaward Period of Performance Start and End Date	4/1/2021-9/30/2024
Subaward Budget Period Start and End Date	7/1/2022-6/30/2023
CFDA number and name	93.052
Total amount of federal funds obligated to the subrecipient (Agency)	\$194,200
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$967,667
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIE: NFCSP
Name of federal awarding agency	Administration for Community Living
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	Tennessee Commission on Aging and Disability
Name and contact information for the pass-through entity awarding official	James Dunn 500 Deaderick St Ste 828 Nashville TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	3.9%

ATTACHMENT E

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's FEIN: 62-0694743

Is Metropolitan Government of Nashville and Davidson County - Social Services a parent? ☐ Yes
☐ No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and Davidson County - Social Services a child? ☐ Yes ☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____