GRANT SUMMARY SHEET

Grant Name: Viral Hepatitis Program Services 24-25

Department: HEALTH DEPARTMENT

Grantor: TENNESSEE DEPARTMENT OF HEALTH

Pass-Through Grantor

(If applicable):

Total Award this Action: \$213,600.00

Cash Match Amount \$0.00

Department Contact: Brad Thompson

340-0407

Status: CONTINUATION

Program Description:

This purpose of this grant from the Tennessee Department of Health is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance and linkage to treatment and other supportive services. The data use agreement is for the sharing of certain data to support public health surveillance and response.

Plan for continuation of services upon grant expiration:

program ends

Friday, June 28, 2024 Page 1 of 1

Grants Tracking Form

| | | | | | Part | One | | | | | | | | | | |
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| Pre-Appl | ication | 0 | Application C |) | Award Acceptant | ce 💿 | Con | ntract Amendme | ent O | | | | | | | |
| | Departr | ment | Dept. No. | | | Contact | t | | | Phone | Fax | | | | | |
| HEALTH DE | PARTMENT | • | 038 | Brad Thompson | | | | | | 340-0407 | | | | | | |
| Grant Na | ıme: | | Viral Hepatitis Progr | ram Services 24-25 | | | | | | | | | | | | |
| Grantor: | | | TENNESSEE DEPARTM | ENT OF HEALTH | | | ▼ | Other: | | | | | | | | |
| Grant Pe | riod From | : | 07/01/23 | | (applications only) | Anticipated Ap | plication | Date: | | | | | | | | |
| Grant Pe | riod To: | | 06/30/25 | | (applications only) | Application De | adline: | | | | | | | | | |
| Funding | Type: | | STATE | _ | | Multi-Departm | ent Gran | t | | ► If yes, list b | elow. | | | | | |
| Pass-Thri | | | 577.12 | ▼ | | Outside Consu | | | |] | | | | | | |
| Award Ty | | | FORMULA | _ | | Total Award: | | , | \$213,600.00 | | | | | | | |
| Status: | ,,,,,, | | CONTINUATION | ▼ | | Metro Cash Ma | atch: | | \$0.00 | | | | | | | |
| Metro Ca | tegory: | | Est. Prior. | ▼ | | Metro In-Kind | Match: | | \$0.00 | | | | | | | |
| CFDA# | | | N/A | | | Is Council app | | uired? | | | | | | | | |
| | Description | n· |] | | | Applic. Submit | | | | | | | | | | |
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| | | on of service aft | er expiration of gran | nt/Budgetary Impac | et: | | | Plan for continuation of service after expiration of grant/Budgetary Impact: program ends | | | | | | | | |
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| Part Two | | | | | | | | | | | | |
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| Grant Budget | | | | | | | | | | | | |
| Budget Year | Metro Fiscal Year | Federal Grantor | State Grantor | Other Grantor | Local Match Cash | Match Source (Fund, BU) | Local Match In-Kind | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor | | |
| Yr 1 | FY24 | \$0.00 | \$106,800.00 | \$0.00 | \$0.00 | | \$0.00 | \$106,800.00 | \$25,813.56 | \$0.00 | | |
| Yr 2 | FY25 | \$0.00 | \$106,800.00 | \$0.00 | \$0.00 | | \$0.00 | \$106,800.00 | \$25,813.56 | \$0.00 | | |
| Yr 3 | FY | | | | | | | | | | | |
| Yr 4 | FY | | | | | | | | | | | |
| Yr 5 | FY | | | | | | | | | | | |
| Tot | tal | \$0.00 | \$213,600.00 | \$0.00 | \$0.00 | | \$0.00 | \$213,600.00 | \$51,627.12 | \$0.00 | | |
| | Da | te Awarded: | | 6/27/2024 | Tot. Awarded: | \$213,600.00 | Contract#: | | | | | |
| | (or |) Date Denied: | | | Reason: | | | | | | | |
| | (or |) Date Withdrawn: | | | Reason: | | | | | | | |

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

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GOVERNMENTAL GRANT CONTRACT

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| Begin Da | te | te Agency Tr | | | Tracking # | | Edison ID | |
| July 1, 2023 | | | June | 30, 2025 | | 34349-9 | 94224 | |
| Grantee L | egal Entity Name | е | | | | | | Edison Vendor ID |
| Metro | opolitan Gover | nment of | Nash | ville and Da | vidson | County He | ealth | |
| Depa | rtment | | | | | | | 4 |
| Subrecipi | ent or Recipient | | Assis | tance Listing | Number | | | |
| S | ubrecipient | | | | | | | |
| ⊠R | ecipient | | Grant | ee's fiscal ye | ar end J | une 30 | | |
| Service C | aption (one line o | only) | | | | | | |
| Viral I | Hepatitis Service | es | | | | | | |
| Funding - | – State | Federal | | Interdeparti | montal | Other | 101 | AL Grant Contract Amount |
| 2024 | \$106,800.00 | reuerai | | interdeparti | illelitai | Other | 101 | \$106,800.00 |
| 2025 | \$106,800.00 | | | | | | | \$106,800.00 |
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| TOTAL: | \$213,600.00 | | | | | | | \$213,600.00 |
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| Grantee S | Selection Process | s Summary | , | | | | | |
| Comp | petitive Selection | n | | | | | | |
| Non- | competitive Sele | ection | | Annua | al grants to Metro Health Departments. | | | |
| Non-competitive Selection Annual grants to Metro Health Departments. 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. Cric Bucholz | | | | | | | SE - GG | |
| Speed Ch | art (optional) HI00017617 | | t Code | (optional) 71301000 | | | | |

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee, Metropolitan Government of Nashville and Davidson County Health Department, hereinafter referred to as the "Grantee," is for the provision of Viral Hepatitis Program Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. <u>Acute Viral Hepatitis</u> the early stage of viral infection of the liver caused by one of three different hepatitis viruses (A, B, or C). Signs and symptoms of early (or acute) viral hepatitis include yellowing of the skin or eyes (jaundice), abdominal pain, vomiting, nausea, diarrhea, malaise, grey-colored stools, or dark urine. For hepatitis B virus and hepatitis C virus, acute infection can lead to chronic viral hepatitis infection.
- b. Adult any individual aged 18 and older.
- c. <u>Centers for Disease Control and Prevention (CDC)</u> a division of the U.S. Department of Health and Human Services.
- d. <u>Confidential</u> any Service Recipient who has indicated within that they would not like to be contacted.
- e. <u>Chronic Viral Hepatitis</u> a long-term illness that occurs when hepatitis B virus or hepatitis C virus remains in a person's body. Chronic viral hepatitis infection can last a lifetime and lead to serious liver problems, including cirrhosis (scarring of the liver) or liver cancer.
- f. <u>Hepatitis B Virus (HBV)</u> a double-stranded deoxyribonucleic acid (DNA) virus in the family Hepadnaviridae and genus Orthohepadnavirus that impacts the liver. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and vaccine preventable.
- g. <u>Hepatitis C Virus (HCV)</u> an enveloped, ribonucleic acid (RNA) virus in the family Flaviviridae and genus Hepacivirus that impacts the liver. It is most commonly transmitted by blood-to-blood contact. It is a bloodborne pathogen and is not vaccine preventable.
- h. <u>Human Immunodeficiency Virus (HIV)</u> an enveloped, ribonucleic acid (RNA) virus in the family Retroviridae and genus Lentivirus that weakens a person's immune system by destroying the white blood cells that fight infection. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and is not vaccine preventable.
- i. <u>Tennessee Department of Children's Services (DCS)</u> a Tennessee public child welfare agency who establishes statewide standards of performance that reflect best practices for child welfare.

- j. Viral Hepatitis an infection that causes liver inflammation and damage.
- A.3. <u>Service Goals</u>. The goal of the State Viral Hepatitis Program is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance, and linkage to treatment and other supportive services.
- A.4 <u>Service Recipients (Clients)</u>. Individuals testing HCV RNA-positive at local health department and residing in the Grantee's geographic boundaries (which can be identified here: <u>public health region(s)</u>); and individuals living with HCV who had a recent live birth and residing in the Grantee's geographic boundaries. If Client is assigned to you and does not reside in your geographical boundaries, please coordinate with the navigator responsible for that area. If the Client assigned to you resides out of state, email the client ID to <u>VH.Health@tn.gov</u> so the Client can be removed from your queue.
- A.5. <u>Service Description</u>. The Grantee shall use the grant funds to implement and coordinate activities related to Viral Hepatitis services along the care continuum as follows:
 - a. The Grantee agrees to provide Viral Hepatitis Case Navigator (VHCN) services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis Program Navigator Training Manual. Necessary data sharing will occur via REDCap, a secure platform. Additional information regarding REDCap can be found here: https://redcap.health.tn.gov/redcap/.
 - (1) Development of a region-specific provider directory (detailing HCV, mental health, and substance use disorder treatment providers within a reasonable travel distance of the Grantee's geographic boundaries) and update directory quarterly (January, April, July, October). All directories should be in the format created in 2020, adhere to the directory formatting and expectations, and require minimal editing;
 - (2) Send updated directory to Central Office Director of Prevention and Clinical Services for review and inclusion on SharePoint quarterly (January, April, July, October);
 - (3) Refer non-Confidential Adults testing HCV RNA-positive in health departments residing in Grantee's geographic boundaries, as indicated in a queue populated weekly by the State, to treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals.
 - (4) If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
 - (5) Make contact attempts for at 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a "No Contact Letter" (unless prior approval received Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);
 - (6) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided by the State as outlined by the Director of Viral Hepatitis Prevention and Clinical Services;
 - (7) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipient;
 - (8) Participate in monthly quality assurance calls with Director of Viral Hepatitis Prevention and Clinicals Services or VHCN Lead to review reports submitted to the State;
 - (9) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
 - (10) Attend and participate on all Central Office Viral Hepatitis Program webinars;
 - (11) Participate in VHCN trainings as scheduled.
 - b. The Grantee agrees to provide perinatal HCV virus navigation services listed below in accordance with the State Viral Hepatitis Program.

- (1) Refer non-Confidential Adults (see service definition of confidential and adults in A.2.b and A.2.c) living with HCV-infection who had a recent live birth residing in the Grantee's geographic boundaries (regardless of where tested), populated weekly by the State in the navigator queue, to HCV treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipientcentered goals. Discuss infant HCV testing recommendations with birth parent or DCS contact if child is not in custody of birth parent. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
- (2) For 100% of Service Recipients populated in navigator queue, verify address and phone number information utilizing available resources prior to contacting Service Recipient;
- (3) Make contact attempts for 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a No Contact Letter (unless prior approval received from Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);
- (4) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided as outlined by the Director of Viral Hepatitis Prevention and Clinical:
- (5) For 100% of infants populated in navigator queue, verify custody via available resources, for infants in foster care, coordinate with appropriate DCS Nurse Consultant to ensure guardian receives HCV infant testing information; document nurse information and report to State as directed by Director of Viral Hepatitis Prevention and Clinical Services;
- (6) Ensure 100% of infants populated in navigator queue are followed longitudinally to ensure appropriate antenatal diagnostic HCV testing; document and report longitudinal contact attempts concluding when infant HCV testing completed;
- (7) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipients;
- (8) Participate in monthly quality assurance calls with Viral Hepatitis Perinatal Hepatitis C Coordinator to review reports;
- (9) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
- (10) Attend and participate on all Central Office Viral Hepatitis Program webinars;
- (11)Participate in trainings as scheduled.
- c. The Grantee agrees to provide viral hepatitis prevention services listed below in accordance with the State Viral Hepatitis Program.
 - (1) Refer non-Confidential Adults testing HCV anti-HCV positive, RNA-negative in health departments or reporting a history of substance use or incarceration and residing in Grantee's geographic boundaries, as indicated in a queue populated weekly by the State, to harm reduction services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
 - (2) For 100% of Service Recipients populated in navigator queue, verify address and phone number information utilizing available resources prior to contacting Service Recipient;
 - (3) Make contact attempts for 100% of Service Recipients identified for navigation to include two (2) phone call and/or text message attempts on different days/times and one (1) No Contact Letter (unless prior approval received from Director of Viral Hepatitis Prevention and Clinical Services to follow a different process);
 - (4) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided as outlined by the Director of Viral Hepatitis Prevention and Clinical;
 - (5) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipients;

- (6) Participate in monthly quality assurance calls with Viral Hepatitis Community Outreach Coordinator to review reports:
- (7) Participate in yearly site visits with Director of Viral Hepatitis Prevention and Clinical Services and Viral Hepatitis Program Director to review scopes;
- (8) Attend and participate on all Central Office Viral Hepatitis Program webinars;
- (9) Participate in trainings as scheduled.
- d. The Grantee agrees to provide navigation services for any other population identified as a priority by the State Viral Hepatitis Program.
- e. The Grantee agrees to seek approval, in writing, from the Director of Viral Hepatitis Prevention and Clinical Services and the Viral Hepatitis Program Director of any assignments outside of those defined in this document and ahead of accepting assignments.
- A.6. <u>Incorporation of Additional Documents</u>. 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. Viral Hepatitis NBS User Guide, provided by the state upon request; and
 - c. Programmatic Navigators Training Manual, provided by the state upon request.
 - d. Data Use Agreement, attached as Exhibit A.
- A.7. In the event that the Grantee is subject to an audit In accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.
- A.9. <u>Inspection and Acceptance</u>. Acceptance of the work outlined above will be made by the State or Its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Grant Contract.
- A.10. <u>State Data Use</u>. In the course of providing the Services under this Agreement, Grantee requires access to, and use of, State data, as more fully described in Exhibit A, "Data Use Agreement."
- A.11. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred, Thirteen Thousand, Six Hundred Dollars (\$213,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 1** 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. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Invoices.HIV@tn.gov

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

- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within Thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than Thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State. (**Attachment 3**)
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

Shamia Roberts, BSN, RN Interim Viral Hepatitis Program Director HIV/STI/Viral Hepatitis Section Andrew Johnson Tower, 4th Floor 710 James Robertson Pkwy Nashville, TN 37243

Email Address: <u>Shamia.Roberts@tn.gov</u> Telephone# (615) 401-2531

The Grantee:

Gill Wright, MD, Director
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209
Email Address: qill.wright@nashville.gov

Telephone#: (615) 340-5622 FAX#: (615) 340-2131

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

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 4 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. <u>Strict Performance</u>. 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. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. 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. <u>Charges to Service Recipients Prohibited</u>. 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. <u>No Acquisition of Equipment or Motor Vehicles</u>. 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. <u>State and Federal Compliance</u>. 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. <u>Completeness</u>. 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. <u>Severability</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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. <u>Debarment and Suspension.</u> 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:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. 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. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.5. <u>Personally Identifiable Information</u>. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Billey Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented

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

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

| DocuSigned by: | |
|---------------------------------|--------------------------|
| Gill (Wright III, MD | 6/27/2024 |
| Director Date | |
| Metro Public Health Department | |
| DocuSigned by: | |
| tené Itamilton Franklin | 6/27/2024 |
| Chair, Board of Health | Date |
| APPROVED AS TO AVAILABILITY OF | F FUNDS: |
| - Levin (rumbo/mal | 7/25/2024 10:24 AM CDT |
| Director, Department of Finance | Date |
| ADDDOVED AG MO DIGIZ AND INGLID | ANICIE. |

APPROVED AS TO RISK AND INSURANCE:

| Balogun Cobb | 7/25/2024 11:04 AM CDT |
|---|--------------------------|
| Director of Risk Management Services | Date |
| APPROVED AS TO FORM AND LEGALITY | : |
| Courtney Molian | 7/25/2024 11:03 AM CDT |
| Metropolitan Attorney | Date |
| FILED: | |
| Metropolitan Clerk | Date |
| - | Date |
| DEPARTMENT OF HEALTH: | |
| Ralph Alvarado, MD, FACP, Commissioner | Date |

ATTACHMENT 1 GRANT BUDGET

(BUDGET PAGE 1)

Metropolitan Government of Nashville & Davidson County Health Department- Viral Hepatitis - State FY24 Renewal

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2023, and ending June 30, 2025.

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
|---|--|----------------|--------------------------|---------------|
| 1 | Salaries | \$159,600.00 | \$0.00 | \$159,600.00 |
| 2 | Benefits & Taxes | \$50,000.00 | \$0.00 | \$50,000.00 |
| 4, 15 | Professional Fee, Grant & Award 2 | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$1,000.00 | \$0.00 | \$1,000.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$1,000.00 | \$0.00 | \$1,000.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$1,000.00 | \$0.00 | \$1,000.00 |
| 11. 12 | Travel, Conferences & Meetings | \$1,000.00 | \$0.00 | \$1,000.00 |
| 13 | Interest 2 | \$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 2 | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel 2 | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase 2 | \$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 | \$213,600.00 | \$0.00 | \$213,600.00 |

TOTAL AWARD AMOUNT FY24-25

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

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

ATTACHMENT 1 GRANT BUDGET

(BUDGET PAGE 2)

Metropolitan Government of Nashville & Davidson County Health Department- Viral Hepatitis - State FY24 Renewal

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2023, and ending June 30, 2024.

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
|---|--|----------------|--------------------------|---------------|
| 1 | Salaries | \$79,800.00 | \$0.00 | \$79,800.00 |
| 2 | Benefits & Taxes | \$25,000.00 | \$0.00 | \$25,000.00 |
| 4, 15 | Professional Fee, Grant & Award 2 | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$500.00 | \$0.00 | \$500.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$500.00 | \$0.00 | \$500.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$500.00 | \$0.00 | \$500.00 |
| 11. 12 | Travel, Conferences & Meetings | \$500.00 | \$0.00 | \$500.00 |
| 13 | Interest 2 | \$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 2 | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel 2 | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase 2 | \$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 | \$106,800.00 | \$0.00 | \$106,800.00 |

FY24 State Amount

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

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

ATTACHMENT 1 (continued) GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

| Salaries, Benefits & Taxes | Rate | | # of Months | | Pct | | Longevity | Amount |
|--------------------------------------|------------|---|----------------|---|------|----|-------------|-------------|
| Christine Fouch, Public Health Nurse | \$6,647.06 | Х | 12 | х | 100% | + | | \$79,764.72 |
| | TOTAL | | | | | | \$79,764.72 | |
| | | | | | RO | UN | IDED TOTAL | \$79,800.00 |

| TRAVEL/ CONFERENCES & MEETINGS | AMOUNT |
|--|----------|
| Routine Travel at .655 mileage rate and Online Conference / Webinars | \$500.00 |
| TOTAL | \$500.00 |
| ROUNDED TOTAL | \$500.00 |

ATTACHMENT 1 GRANT BUDGET

(BUDGET PAGE 4)

Metropolitan Government of Nashville & Davidson County Health Department- Viral Hepatitis - State FY25 Renewal

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2024, and ending June 30, 2025.

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT |
|---|--|----------------|--------------------------|---------------|
| 1 | Salaries | \$79,800.00 | \$0.00 | \$79,800.00 |
| 2 | Benefits & Taxes | \$25,000.00 | \$0.00 | \$25,000.00 |
| 4, 15 | Professional Fee, Grant & Award 2 | \$0.00 | \$0.00 | \$0.00 |
| 5 | Supplies | \$500.00 | \$0.00 | \$500.00 |
| 6 | Telephone | \$0.00 | \$0.00 | \$0.00 |
| 7 | Postage & Shipping | \$500.00 | \$0.00 | \$500.00 |
| 8 | Occupancy | \$0.00 | \$0.00 | \$0.00 |
| 9 | Equipment Rental & Maintenance | \$0.00 | \$0.00 | \$0.00 |
| 10 | Printing & Publications | \$500.00 | \$0.00 | \$500.00 |
| 11. 12 | Travel, Conferences & Meetings | \$500.00 | \$0.00 | \$500.00 |
| 13 | Interest 2 | \$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 2 | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel 2 | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase 2 | \$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 | \$106,800.00 | \$0.00 | \$106,800.00 |

FY25 State Amount

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

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

ATTACHMENT 1 (continued) GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

| Salaries, Benefits & Taxes | Rate | | # of Months | | Pct | | Longevity | Amount |
|--------------------------------------|------------|---|----------------|---|------|----|-------------|-------------|
| Christine Fouch, Public Health Nurse | \$6,647.06 | Х | 12 | х | 100% | + | | \$79,764.72 |
| | TOTAL | | | | | | \$79,764.72 | |
| | | | | | RO | UN | IDED TOTAL | \$79,800.00 |

| TRAVEL/ CONFERENCES & MEETINGS | AMOUNT |
|--|----------|
| Routine Travel at .655 mileage rate and Online Conference / Webinars | \$500.00 |
| TOTAL | \$500.00 |
| ROUNDED TOTAL | \$500.00 |



TOTAL

Invoice Reimbursement Form

| Contract # | |
|---------------|--|
| Supplier Name | |
| Program Name | |

Section 1: Contract Information (to be completed by TDH Accounts) PO # (Req.) PO Line # (Req.) Receipt# (Req.) Agency Invoice # Edison Vendor# Edison Address Line# Edison Contract# AP Attachment (check if yes) **Section 2:** Invoice Information (to be completed by Contractor/Grantee) Invoice Date Service Start Date Contract Invoice# Service End Date Contract Start Date Contract End Date Contact Person Name Phone# Remit Payment to: **Business Name** Street Address State ZIP City **Budget Line Items** (A) Total Contract Budget (B) Amount Billed YTD (C) Monthly Expenditures Due Salaries Benefits Professional Fee/Grant/Award Supplies Telephone Postage and Shipping Occupancy Equipment Rental and Maintenance Printing and Publications Travel/Conferences and Meetings Interest Insurance Specific Assistance to Individuals Depreciation Other Non-Personnel Capital Purchase Indirect Costs

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\$ 0.00

\$ 0.00

\$ 0.00

Section 3: Payment Information (to be completed by TDH Program)

| eedchart | Department ID | User Code | Project ID | Amount (\$) | | | | |
|--|----------------------------|---|---|---------------------------------|--|--|--|--|
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| | | | Total Ar | nount: \$ 0.00 | | | | |
| ditional Ciamatumaa aa F | | io and davment by F&A Accou | Program Signature 3 | | | | | |
| ditional Signatures as F | | Program Signature 2 | · · · · · · · · · · · · · · · · · · · | | | | | |
| ogram Signature 1 ction 4: Authorize | Ped Signatures | Program Signature 2 | Program Signatur | e 3 | | | | |
| ogram Signature 1 ction 4: Authorize ntractor/Grantee Aut | Ped Signatures | Program Signature 2 TDH Program Author | Program Signatur | e 3 Accounts Authorization | | | | |
| ogram Signature 1 ction 4: Authorize ntractor/Grantee Aut | Ped Signatures | Program Signature 2 TDH Program Author Name: | Program Signature Program Signature TDH | e 3 Accounts Authorization e: | | | | |
| ogram Signature 1 ction 4: Authorize ntractor/Grantee Aut ne: | Ped Signatures thorization | Program Signature 2 TDH Program Author Name: Date: | Program Signature Program Signature TDH Name Date | e 3 Accounts Authorization e: | | | | |
| ogram Signature 1 ction 4: Authorize ntractor/Grantee Aut | Ped Signatures thorization | Program Signature 2 TDH Program Author Name: | Program Signature Program Signature TDH Name Date | e 3 Accounts Authorization e: | | | | |

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Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

| Totals | Indirect Costs | Capital Purchase | Other Non-Personnel | Depreciation | Specific Assistance to Individuals | Insurance | Interest | Travel/Conferences and Meetings | Printing and Publications | Equipment Rental and Maintenance | Occupancy | Postage and Shipping | Telephone | Supplies | Fee/Grant/Award | Benefits | Salaries | Budget Line Items |
|---------|----------------|------------------|---------------------|--------------|------------------------------------|-----------|----------|---------------------------------|----------------------------------|----------------------------------|-----------|----------------------|-----------|----------|-----------------|----------|----------|----------------------|
| \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | Budget Amt |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Jul Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Aug Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Sep Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Oct Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Nov Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Dec Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Jan Expenses |
| \$0.00 | | | | | | | | | | | | | | | | | | Feb Expenses |
| \$0.00 | | | | | | | | | | | | | | | | | | Mar Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Apr Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | May Expenses |
| \$ 0.00 | | | | | | | | | | | | | | | | | | Jun Expenses |
| \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | YTD Totals |
| \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | Balance Remaining |

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RDA SW-12

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

- Schedule A.
- ·Schedule B, and
- •Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

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

Schedule Headings

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

Column Headings

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

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

Program Columns

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

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

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

Telephone: 615-741-2974

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013 007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous

Tennessee Department of Health

Fiscal Services

6th Floor Andrew Johnson Tower 710 James Robertson Parkway

Nashville, TN 37243

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov Rushdi Eskarous: rushdi.eskarous@tn.gov

Attachment 5

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

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

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

References:

2 CFR Part 200.430

Form 990 Part IX line 5, 7

Employee Benefits & Payroll Taxes Line 2

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

References:

2 CFR Part 200.431 Form 990 Part IX lines 8, 9, 10

Line 3 **Total Personnel Expenses**

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

Professional Fees Line 4

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

References:

2 CFR Part 200.459

Form 990 Part IX line 11

Line 5 Supplies

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

References:

2 CFR Part 200.453

Form 990 Part IX line 13

Line 6 Telecommunication

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

References:

2 CFR Part 200.471

Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:

2 CFR Part 200.474

Form 990 Part IX line 13

Line 8 Occupancy

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

References:

2 CFR Part 200.465

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

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

References:

2 CFR Part 200.452

Form 990 Part IX line 13

Line 10 Printing and Publications

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

References:

2 CFR Part 200.461 Form 990 Part IX line 13

Line 11 <u>Travel</u>

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

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

F&A Policy 08 Comprehensive State Travel Regulations.

References:

2 CFR Part 200.475 Form 990 Part IX line 17

Line 12 Conference and Meetings

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

References:

2 CFR Part 200.432 Form 990 Part IX line 19

Line 13 Interest

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

References:

2 CFR Part 200.449 Form 990 Part IX line 20

Line 14 <u>Insurance</u>

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

References:

2 CFR Part 200.447

Form 990 Part IX line 23

Line 15 Grants and Awards

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

References:

2 CFR Part 200.1

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

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

References:

2 CFR Part 200.456

Form 990 Part IX line 2

Line 17 Depreciation

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

References:

2 CFR Part 200.436

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:

2 CFR Part 200.421

Form 990 Part IX line 12

b) <u>Information Technology:</u>

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

References:

2 CFR Part 200.1

Form 990 Part IX line 14

c) Bad Debts:

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

References:

2 CFR Part 200.426

Form 990 Part IX line 24

d) Contingency Provisions:

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

References:

2 CFR Part 200.433

Form 990 Part IX line 24

e) Fines and Penalties:

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

References:

2 CFR Part 200.441

Form 990 Part IX line 24

f) Independent Research and Development:

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

References:

2 CFR Part 200.1

Form 990 Part IX line 24

g) Organization Costs:

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

References:

2 CFR Part 200.455

Form 990 Part IX line 24

h) Rearrangement and Alteration:

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

References:

2 CFR Part 200.462

Form 990 Part IX line 24

i) Recruiting:

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

References:

2 CFR Part 200.463

Form 990 Part IX line 24

j) <u>Taxes:</u>

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

References:

2 CFR Part 200.470

Form 990 Part IX line 24

k) <u>Organization's and Employee's Membership Dues in Associations and</u> Professional Societies:

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

References:

2 CFR Part 200.454

Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

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

References:

2 CFR Part 200.439

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

Line 21 Total Direct Program Expenses

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

Reference:

2 CFR Part 200.405

2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

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

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

<u>Line 23</u> <u>Total Direct Program and Administrative Expenses</u>

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

Line 24 In-Kind Expenses

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

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

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

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

Purpose/Scope

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

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

<u>Instruction for Expenses by Object Line-Items</u>

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

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

Purpose/Scope

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

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

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

Instruction for Sources of Revenue

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

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

Reference:

Form 990 Part VIII 1e

<u>Line 32</u> <u>Reimbursable State Program Funds</u>

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

Reference:

Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

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

Matching Revenue Funds

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

Line 34 Other Federal Funds

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

Reference:

Form 990 Part VIII 1e

Line 35 Other State Funds

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

Reference:

Form 990 Part VIII 1e

Line 36 Other Government Funds

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

Reference:

Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

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

References:

Form 990 Part VIII 1f

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

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

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

References:

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

Line 39 Program Income

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

Reference:

Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

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

References:

Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

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

References:

Form 990 Part VIII 1a through 11e

<u>Line 43</u> <u>Total Revenue</u>

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

<u>Instruction for Reconciliation Between Total and Reimbursable Expenses</u>

Line 51 <u>Total Program Expenses</u>

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

Line 52 Other Unallowable Expenses

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

<u>Line 53</u> <u>Excess Administration</u>

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

Line 54 <u>Matching Expenses</u>

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

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

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

Line 56 <u>Total Reimbursement To Date</u>

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

Line 57 Difference (Line 55 minus Line 56)

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

Line 58 Advances

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

Total Administrative Expenses Column

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

Grand Total Column

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

STATE OF TENNESSEE

| Schedule A | | | | Page # of # Pages: | |
|--|---|-----------------|--------------|--------------------|--------------|
| Contractor/Grantee Name: | | | | Report Period: | |
| | Contracting State Agency: | | | | |
| | Program Name: | A | | В | |
| Assistance Listing | Assistance Listing Number/Program Number: | | | | |
| | Edison Contract Number: | | | | |
| | Grant/Contract Term: | | | | |
| Line | | | | | |
| Item # Expense By Object | • | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
| 1 Salaries and Wages | | | 0.00 | | 0.00 |
| 2 Employee Benefits & Payroll Taxes | | | 0.00 | | 0.00 |
| 3 Total Personnel Expenses | | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Professional Fees | | | 0.00 | | 0.00 |
| 5 Supplies | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| 9 Equipment Rental and Maintenance | | | 0.00 | | 0.00 |
| 10 Printing and Publications | | | 0.00 | | 0.00 |
| 11 Travel | | | 0.00 | | 0.00 |
| 12 Conferences and Meetings | | | 0.00 | | 0.00 |
| 13 Interest | | | 0.00 | | 0.00 |
| 14 Insurance | | | 0.00 | | 0.00 |
| 15 Grants and Awards | | | 0.00 | | 0.00 |
| 16 Specific Assistance to Individuals | | | 0.00 | | 0.00 |
| 17 Depreciation | | | 0.00 | | 0.00 |
| 18 Other Non-personnel Expenses: (list details in a-d) | t details in a-d) | | | | |
| σ a | | | 0.00 | | 0.00 |
| о | | | 0.00 | | 0.00 |
| c | | | 0.00 | | 0.00 |
| a | | | 0.00 | | 0.00 |
| 19 Total Non-personnel Expenses | | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 Reimbursable Capital Purchases | | | 0.00 | | 0.00 |
| 21 Total Direct Program Expenses | • | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 Administrative Expenses | | | 0.00 | | 0.00 |
| 23 Total Direct and Administrative Expenses | Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 In-Kind Expenses | | | 0.00 | | 0.00 |
| 25 Total Program Expenses | п | 0.00 | 0.00 | 0.00 | 0.00 |

0.00 0.00 0.00 0.00 0.00 0.00

STATE OF TENNESSEE

| Schedule A-1 | | | Page # of # Pages: | |
|--|-----------------|--------------|--------------------|--------------|
| | | | | |
| Contractor/ Grantee Name: | | | Report Period: | |
| Contracting State Agency: | | | | |
| Program Name: | 1 | A | В | |
| Assistance Listing Number/Program Number: | | | | |
| Edison Contract Number: | | | | |
| Grant/Contract Term: | | | | |
| Line | | | | |
| Item# Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
| 1 Salaries and Wages | | 0.00 | | 0.00 |
| | | 0.00 | | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 |
| Pro | | 0.00 | | 0.00 |
| 5 Supplies | | 0.00 | | 0.00 |
| | | 0.00 | | 0.00 |
| | | 0.00 | | 0.00 |
| 9 Equipment Rental and Maintenance | | 0.00 | | 0.00 |
| 10 Printing and Publications | | 0.00 | | 0.00 |
| | | 0.00 | | 0.00 |
| 12 Conferences and Meetings | | 0.00 | | 0.00 |
| 13 Interest | | 0.00 | | 0.00 |
| 14 Insurance | | 0.00 | | 0.00 |
| 15 Grants and Awards | | 0.00 | | 0.00 |
| 16 Specific Assistance to Individuals | | 0.00 | | 0.00 |
| 17 Depreciation | | 0.00 | | 0.00 |
| 18 Other Non-personnel Expenses: (list details in a-d) | | | | |
| a | | 0.00 | | 0.00 |
| 5 | | 0.00 | | 0.00 |
| C | | 0.00 | | 0.00 |
| . a | | 0.00 | | 0.00 |
| 19 Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 Reimbursable Capital Purchases | | 0.00 | | 0.00 |
| 21 Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 Administrative Expenses | | 0.00 | | 0.00 |
| 23 Total Direct Nongrant and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 In-Kind Expenses | | 0.00 | | 0.00 |
| 25 Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

| STATE OF TENNESSEE | JNGKANI/ | |
|--------------------|-----------------------------|--------------------|
| Ξ | /UNALLUWABLE EXPENSE KEPUKI | STATE OF TENNESSEE |

| NONGKANI/UNALLUWABLE EXPENSE REPORT | EXPENSE REPORT |
|---|--------------------|
| edule A-1-Q1-Q4 | Page # of # Pages: |
| Contractor/Grantee Name: | Report Period: |
| | |
| Contracting State Agency: | |
| Program Name: | A |
| Assistance Listing Number/Program Number: | |
| Edison Contract Number: | |
| Grant/Contract Term: | |

| Line | Eynense Ry Object | 1 Ouartor | 2 Original | 3 Organia | 4 Ouartor | Year To Date | Grant Budget Amount (From Contract Agreement) | Over/(Under) Budget |
|------------|---|-----------|------------|-----------|-----------|--------------|---|---------------------|
| _ | Salaries and Wages | | | | | 0.00 | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | | | | | 0.00 | | 0.00 |
| ω | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | | | | | 0.00 | | 0.00 |
| 5 | Supplies | | | | | 0.00 | | 0.00 |
| ~ c | Fostage and Shipping | | | | | 0.00 | | 0.00 |
| œ | Occupancy | | | | | 0.00 | | 0.00 |
| 9 | Equipment Rental and Maintenance | | | | | 0.00 | | 0.00 |
| 6 | Printing and Publications | | | | | 0.00 | | 0.00 |
| ⇉ | Travel | | | | | 0.00 | | 0.00 |
| 12 | Conferences and Meetings | | | | | 0.00 | | 0.00 |
| 13 | Interest | | | | | 0.00 | | 0.00 |
| 14 | Insurance | | | | | 0.00 | | 0.00 |
| 15 | Grants and Awards | | | | | 0.00 | | 0.00 |
| 16 | Specific Assistance to Individuals | | | | | 0.00 | | 0.00 |
| 17 | Depreciation | | | | | 0.00 | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | | | | 0.00 |
| a | | | | | | 0.00 | | 0.00 |
| ь | | | | | | 0.00 | | 0.00 |
| c | | | | | | 0.00 | | 0.00 |
| Д | | | | | | 0.00 | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | | | | | 0.00 | | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | | | | | 0.00 | | 0.00 |
| 23 | Total Direct Nongrant and Administrative Exp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | | | | | 0.00 | | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

STATE OF TENNESSEE יאטקאמויו אנטפוטני אנייטא ו And RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Item # Sources Of Revenue 56 57 58 51 52 53 54 55 34 35 36 37 37 38 38 40 33 34 43 42 Contractor/Grantee Name: Reconciliation Between Total and Reimbursable Expenses Other Program Funds Matching Kevenue Funds: Reimbursable Program Funds: Reimbursable Federal Program Funds (Line 23) In-Kind Contributions (equals line 24) Cash Contributions (non-government) Other State Funds Other Federal Funds Reimbursable State Program Funds (Line 23) Advances Difference (line 55 minus line 56) Total Reimbursement To Date Total Program Expenses (line 25) Other Matching Revenue Program Income Other Government Funds This reimbursement (line 57 minus line 58) Total Reimbursable Program Funds (equals line 55) Subtract Matching Expenses (equals line 41) Subtract Excess Administration Expenses (contractual) Subtract Other Unallowable Expenses (contractual) Total Revenue (lines 33, 41, & 42) Total Matching Revenue Funds (lines 34 - 40) Reimbursable Expenses (line 51 minus lines 52,53,54) Assistance Listing Number/Program Number: **Contracting State Agency Edison Contract Number: Grant/Contract Term:** Program Name: Quarter To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date Page # of # Pages: Report Period: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

STATE OF TENNESSEE NUNGKANI/UNALLUWASIE KEVENUE KEPUKI AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Item # Sources Of Revenue 56 57 58 51 52 53 54 55 34 35 36 37 37 38 38 40 33 34 43 42 Contractor/Grantee Name: Reconciliation Between Total and Reimbursable Expenses Other Program Funds Matching Kevenue Funds: Reimbursable Nongrant Funds: Reimbursable Federal Program Funds (Line 23) In-Kind Contributions (equals line 24) Cash Contributions (non-government) Other State Funds Other Federal Funds Reimbursable State Program Funds (Line 23) Advances Difference (line 55 minus line 56) Total Reimbursement To Date Total Nongrant Expenses (line 25) Other Matching Revenue Program Income Other Government Funds This reimbursement (line 57 minus line 58) Total Reimbursable Nongrant Funds (equals line 55) Subtract Matching Expenses (equals line 41) Subtract Excess Administration Expenses (contractual) Subtract Other Unallowable Expenses (contractual) Total Revenue (lines 33, 41, & 42) Total Matching Revenue Funds (lines 34 - 40) Reimbursable Expenses (line 51 minus lines 52,53,54) Assistance Listing Number/Program Number: **Contracting State Agency Edison Contract Number: Grant/Contract Term:** Program Name: Quarter To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Quarter To Date Page # of # Pages: Report Period: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Year To Date 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

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| Contractor/Grantee Name: | Schedule C |
|--------------------------|--------------------|
| | |
| | |
| Report Period: | Page # of # Pages: |
| | 71 |

| - ip | | Total Direct Program Expenses | Total Nongrant/Unallowable Expenses | Total Administrative Expenses | Grand Total |
|----------|---|-------------------------------|---|-------------------------------------|--------------|
| Item# | Expense By Object | Year To Date | Year To Date | Year To Date | Year To Date |
| _ | Salaries and Wages | 0.00 | | | 0.00 |
| 2 | Employee Benefits & Payroll Taxes | 0.00 | | | 0.00 |
| ω | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees | 0.00 | | | 0.00 |
| Ŋ | Supplies | 0.00 | | | 0.00 |
| o | Telecommunication | 0.00 | | | 0.00 |
| 7 | Postage and Shipping | 0.00 | | | 0.00 |
| . ∞ | Occupancy | 0.00 | | | 0.00 |
| J o | Frinting and Fublications | 0.00 | | | 0.00 |
| 1 | Travel | 0.00 | | | 0.00 |
| 12 | Conferences and Meetings | 0.00 | | | 0.00 |
| 13 | Interest | 0.00 | | | 0.00 |
| 14 | Insurance | 0.00 | | | 0.00 |
| 15 | Grants and Awards | 0.00 | | | 0.00 |
| 16 | Specific Assistance to Individuals | 0.00 | | | 0.00 |
| 17 | Depreciation | 0.00 | | | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) | | | | |
| а | | 0.00 | | | 0.00 |
| Ь | | 0.00 | | | 0.00 |
| c | | 0.00 | | | 0.00 |
| ď | | 0.00 | | | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases | 0.00 | | | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses | 0.00 | | | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses | 0.00 | | | 0.00 |
| 25 | Total Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

ATTACHMENT 4

Annual (Final) Report*

- 1. Grantee Name:
- 2. Grant Contract Edison Number:
- 3. Grant Term:
- 4. Grant Amount:
- **5.** Narrative Performance Details: (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).

Submit one copy each to:

- Invoices.HIV@tn.gov
- fa.audit@tn.gov
- Shamia.Roberts@tn.gov

between

THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

WHEREAS This Data Use Agreement ("Agreement") is by and between the State of Tennessee, Department of Health ("State" or "TDH"), and Metropolitan Government of Nashville and Davidson County Health Department ("Recipient"). TDH agrees to provide Recipient with TDH Data, as more fully described below, for the uses described in Agreement.

WHEREAS TDH and Recipient are public health authorities.

WHEREAS Recipient desires to receive certain data from TDH to support its public health surveillance and response.

WHEREAS Recipient is a covered entity under HIPAA laws, rules, and regulations, as amended.

WHEREAS TDH and Recipient recognize the need to set forth and define the terms under which TDH will provide TDH Data, including Confidential State Data, to Recipient for public health surveillance and response.

NOW, THEREFORE, TDH and Recipient agree:

Α. **Definitions**

- "Authorized Persons" means Recipient's employees and contractors who have a A.1. need to know or otherwise access TDH Data to enable Recipient to perform its Public Health Activities, who have been granted access rights by designated TDH Program Personnel and who are bound by confidentiality obligations sufficient to protect TDH Data in accordance with the terms and conditions of this Agreement and applicable laws, rules, and regulations.
- A.2. "Confidential State Data" means data deemed confidential by State or Federal statute or regulation.
- A.3. "Data Set" means a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer.
- A.4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, including HITECH, and regulations.
- A.5. "Personally Identifiable Information" (PII) is as defined at Section E.5 of the Grant Contract between the State of Tennessee Department of Health and the Metropolitan Government of Nashville and Davidson County Health Department, Identified by Agency Tracking Number 34349-94224, incorporated by reference.
- A.6. "Protected Health Information" (PHI) is all individual identifiable health information as defined by HIPAA, including demographic data, medical histories, and test results.
- A.7. "Public Health Activities" include the reporting of a disease or injury, reporting vital

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THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

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events, such as births or deaths, conducting public health surveillance, investigations, or interventions, and responding to public health emergencies.

- A.8. "Public Health Surveillance" means use of TDH Data to:
 - a. Estimate magnitude of the problem;
 - b. Portray the natural history of a disease;
 - c. Determine distribution and spread of illness;
 - d. Detect outbreaks;
 - e. Generate hypotheses, stimulate research;
 - f. Evaluate control measures;
 - g. Inform mitigation and prevention measures;
 - h. Support Investigation;
 - i. Detect changes in health practices; and
 - j. Facilitate planning.
- A.9. Research" means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalized knowledge.
- A.10. "TDH Data" means health records and information held, collected, or maintained by TDH and provided to Recipient pursuant to this Agreement under applicable law, including, but not limited to, names, mailing addresses and geocodes, dates of birth, dates of death, admission and other information collect by or reported to TDH under applicable law.
- A.11. "TDH Program Personnel" means TDH employees or TDH contractors responsible for data systems and data sets.
- A.12. Viral Hepatitis an infection that causes liver inflammation and damage.

B. Scope of Data Use & Recipient Obligations

- B.1. The following Data Set(s) will be provided by TDH to Recipient:

 Hepatitis C virus (HCV) testing data via weekly RedCap import restricted only to clients residing in the Nashville-Davidson area
 - County where tested
 - Patient demographics (name, date of birth, phone number, residential street address, city, state, zip code, race, ethnicity, gender, sex)
 - Answers to risk factor questions asked at the time of HCV testing within local health departments (e.g., history of incarceration, injection drug use, intranasal drug use, tattoos, or blood transfusion)
 - HCV laboratory results (e.g., anti-HCV, qualitative HCV RNA, and quantitative HCV RNA)
- B.2. Restriction on Recipient Use & Release of Data; Prohibited Uses.
 - a. Recipient shall use this Data Set only for services defined in the Grant Contract #34349-94224, section A5.
 - Viral Hepatitis e Data may not be released, even in aggregate, without specific,

between

THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

written permission from the TDH Chief Data Officer.

- b. Recipient agrees, as an integral part of this Agreement, not to use the information provided under this Agreement to:
 - Link any individual(s) identified in the subject Data Sets to another data
- c. Any use of the Data Set provided under this Agreement contrary to the provisions of this Section B.2. is a breach of this Agreement, and entitles TDH to:
 - Immediately terminate this Agreement; and
 - Require Recipient to return and/or delete the subject Data Set and provide ii. confirmation of such deletion.
- B.3. Reporting. During the term of this Agreement, Recipient shall provide to TDH, a report (Recipient, Purpose, Date, Data Provided) of such disclosure(s) annually, on March 1. Within thirty (30) days following the expiration or termination of this Agreement, Recipient shall provide to TDH a report of all disclosures made under this Section B.4 since the last semi-annual report.
- B.4. The method of data delivery for use will be in a manner agreeable to TDH and Recipient and meets the requirements of TDH to assure the security of the data in transit.
- B.5. Research Requests, Recipient shall obtain TDH Institutional Review Board approval for research using these Data Sets.
- B.6. Unauthorized Access/Potential Disclosure. Requirements for handling unauthorized access/potential disclosure of Personally Identifiable Information (PII) is covered in Section E.5 of the Grant Contract between the State of Tennessee Department of Health and the Metropolitan Government of Nashville and Davidson County Health Department, Identified by Agency Tracking Number 34349-94224, incorporated by reference.
- B.7. Breach Reporting/Data Loss Reporting. Recipient shall report any breach of PII from the TDH Data, loss of these data, and uses or disclosures that are in violation of this DUA to the TDH Privacy Officer and the Recipient Privacy Officer within twenty-four (24) hours of the discovery of such breach, and Recipient shall cooperate fully in the security incident process.

TDH Privacy Officer:

Sara Warner, Esq. Andrew Johnson Tower, 5th floor 710 James Robertson Parkway Nashville. TN 37243 Phone: 615-741-1969

Sara.Warner@tn.gov

Recipient's Privacy Officer:

Tonya Y. Hatten, MSHSA, RHIA Davidson County Health Department 2500 Charlotte Avenue Nashville, TN 37209 615-340-5677 Tonva.Hatten@nashville.gov

B.8. Improper Use/Disclosure. In the event TDH determines or has a reasonable belief that Recipient has or may have made a use, reuse, or disclosure of TDH Data that is not authorized by this Agreement or another written authorization from the TDH, TDH at its sole discretion, may require Recipient to:

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THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

- a. promptly investigate and report to TDH, Recipient 's determinations regarding any alleged or actual unauthorized use, reuse, or disclosure.
- b. promptly resolve any problems identified by the investigation.
- c. submit a formal response to an allegation of unauthorized use, reuse, or disclosure.
- d. submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures; and return data files to TDH or destroy the data files it received from TDH under this DUA.
- B.9 Unauthorized Use. If TDH determines or reasonably believes that unauthorized uses, reuses, or disclosures have taken place, TDH may, in its sole discretion, immediately suspend or discontinue release of further data to Recipient and require Recipient to return/destroy any Data Set provided under this Agreement.

C. **Term: Termination**

- C.1. This Agreement shall be effective as of the date of the last signature on this Agreement ("Effective Date") and extend for a period of five (5) years after the Effective Date ("Term").
- C.2. Termination for Convenience. This Agreement may be terminated by TDH or by Recipient by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of this Agreement. Upon such termination, neither TDH nor Recipient shall have a right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D. **Compensation.** This is a No Cost Contract. Recipient may be charged applicable Fees as more fully set forth below.

E. **Information Security Terms**

- E.1. Recipient shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- E.2. Recipient shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies.
- E.3. Recipient shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53 or NIST 800-171, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time. Recipient shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. A "System Security Plan (SSP)" is required regardless of the type of third-party Controls Audit the Recipient obtains.

between

THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

- Recipient must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Agreement. "Penetration Tests" shall be in the form of attacks on Recipient's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Recipient must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.
- E.5. Upon State request, Recipient shall provide a copy of all Confidential State Data it holds. Recipient shall provide such data on media and in a format determined by the State.
- E.6. Upon termination of this Agreement and in consultation with the State, Recipient shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. Recipient shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
- E.7. Recipient and all data centers used by Recipient to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-53. "Security and Privacy Controls for Federal Information Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at: https://www.nashville.gov/departments/informationtechnology-services/information-security/information-security-policies
- E.8. Recipient agrees to maintain the Application so that it will run on a current. manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- E.9. If the Application requires middleware or database software, Recipient shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- E.10. All work undertaken by Recipient and any person acting under Recipient's direction or control on the TDH Data shall take place on the premises of Recipient and under no circumstances shall Recipient, or persons acting under the Recipient's direction or control remove confidential or identifiable data, whether in hard copy or electronic

between

THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

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medium, from the premises. Any violation of this provision shall be, at the discretion of TDH, grounds for immediate termination of this DUA.

- E.11. The terms and condition set forth in the Grant Contract between the State of Tennessee Department of Health and the Metropolitan Government of Nashville and Davidson County Health Department, Identified by Agency Tracking Number 24249-9224, Section E.5, are incorporated by reference.
- E.12. Recipient shall limit resources to US-based (onshore) resources only.

F. **Comptroller Audit Requirements**

F.1. Upon reasonable notice and at any reasonable time, Recipient agrees to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of Recipient. Recipient will maintain and cause any subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Agreement. Recipient will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access Recipient personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of Recipient's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include a review of the Recipient's data processing environment, specifically focusing on controls that protect the confidentiality of TDH Data and data sets as described in this data use agreement. The audit may also include assessing Recipient's compliance with its System Security Plan, which is based on NIST 800-171, or compliance with the most recent version of NIST 800-53.

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

For any audit issues identified, Recipient shall provide a corrective action plan to the State within 30 days from Recipient receiving the audit report.

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

G. **Data Governance Terms**

G.1. TDH shall retain ownership of any rights it may have in the TDH Data, and Recipient does not obtain any rights in TDH Data and shall not disclose, release, sell, rent, or otherwise grant access to TDH Data without TDH's prior written consent.

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THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

- G.2. Recipient shall not use or otherwise grant access to the data referenced in this DUA except as specified in this DUA, an Appendix to this DUA, or as otherwise required by law. Recipient shall require any individual acting under its direction or control for the purpose of carrying out the study or project for which the data has been disclosed to Recipient to abide by the terms of this DUA.
- G.3. TDH and Recipient shall comply with all applicable federal and state laws, rules, and regulations regarding handling of TDH Data, including, but not limited to applicable obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Agreement.
 - a. Recipient warrants to TDH that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements.
 - b. Recipient warrants that it will cooperate with TDH, including cooperation and coordination with TDH privacy officials and other compliance officers required by the Privacy Rules, during performance of the Agreement so that both Parties comply with the Privacy Rules.
 - Recipient will execute any additional agreements, including but not limited to business associate agreements, as, and if required by the Privacy Rules and that are reasonably necessary to keep the TDH and Recipient in compliance with the Privacy Rules. To the extent that some or all the Privacy Rules do not apply to information received or delivered by the parties under this Agreement, that information is NOT "protected health information" as defined by the Privacy Rules. Similarly, if the Privacy Rules permit the Parties to receive or deliver the information without entering into a business associate agreement or signing another document, no action is required under this subsection.
 - d. The Recipient will indemnify the State and hold it harmless for any violation by the Recipient or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
 - e. HIPAA Compliance: Recipient must execute a business associate agreement ("BAA") if: (a) the contracting TDH Division is a "covered entity" as defined by the Privacy Rules; and (b) Recipient will provide services to TDH that involve Recipient's access to protected health information ("PHI") as defined by the Privacy Rules. Recipient must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Recipient.

H. **Standard Terms**

- H.1. Fees. NA.
- H.2. Communications and Contacts. All instructions, reports, notices, consents, requests, demands, or other communications required or contemplated by this Agreement shall be by email or other appropriate method. All communications, regardless of method of

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THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY HEALTH DEPARTMENT

transmission, shall be addressed to the respective Party at the appropriate mailing address:

Tennessee Department of Health:

Stephen Espy, Chief Data Officer Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

Phone: 615-636-7300

Email: Stephen.Espy@tn.gov

Recipient:

Gill Wright, MD, Director
Metropolitan Government of
Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209
Email Address:

gill.wright@nashville.gov Telephone#: (615) 340-5622 FAX#: (615) 340-2131

- H.3. <u>Modification and Amendment</u>. This Agreement may be modified only by a written amendment signed by all Parties and approved by all applicable TDH officials.
- H.4. State Liability. The State shall have no liability except as specifically provided in this Agreement.

[Signature Page Follows]

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THE STATE OF TENNESSEE DEPARTMENT OF HEALTH and

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVDISON COUNTY **HEALTH DEPARTMENT**

IN WITNESS WHEREOF:

| Institution: Metropolitan Go | overnment of N | lashville and D | Davidson County |
|------------------------------|----------------|--------------------------------|-----------------|
| Street Address: 2500 Charlo | tte Avenue | | |
| City: Nashville | State: TN | | Zip Code: 37209 |
| Signature: | | Date: | |
| Title: Director of Health | | Print Name: Gill C. Wright, | MD, MMM, FAAFP |

| Tennessee Department of Health | | | |
|---------------------------------------|-----------------|-------------|-----------------|
| Street Address: 710 James Roberts | son Parkway, An | drew Johnso | n Tower |
| | | | |
| City: Nashville | State: TN | | Zip Code: 37243 |
| | | | |
| Signature: | | Date: | |
| | | | |
| | | | |
| Title: Chief Data Officer | | Print Name | : Stephen Espy |
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Certificate Of Completion

Envelope Id: FF37CF928C1B49D892C08A2773F8007C

Subject: Complete with Docusign: Health - Viral Hepatitis Program Services 24-25 Ready.pdf

Source Envelope:

Document Pages: 60 Certificate Pages: 15

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Juanita.Paulsen@nashville.gov IP Address: 170.190.198.185

Record Tracking

Status: Original

7/24/2024 9:20:19 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Juanita Paulson

Juanita.Paulsen@nashville.gov

Pool: StateLocal

Signatures: 6

Initials: 1

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

Location: DocuSign

Signer Events

Rose Wood

rose.wood@nashville.gov

Finance Admin

Metro Finance Dept. OMB

Security Level: Email, Account Authentication

(None)

Signature

RW

Signature Adoption: Pre-selected Style

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Timestamp

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Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication

(None)

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Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191

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Accepted: 7/24/2024 10:03:29 AM

ID: 24036b0f-60f5-45b6-bb6e-8075f3a68822

Kevin Crumbo/mal

Michelle.Lane@nashville.gov Deputy Director of Finance

Metro

Security Level: Email, Account Authentication

(None)

kevin Crumbo/mal

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 7/24/2024 10:03:39 AM

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Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication

(None)

Courtney Molian

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

Sent: 7/25/2024 10:24:06 AM Viewed: 7/25/2024 10:26:53 AM Signed: 7/25/2024 11:03:07 AM

Electronic Record and Signature Disclosure:

Signature Signer Events Timestamp Accepted: 7/25/2024 10:26:53 AM ID: ddd3583d-de90-4c51-b5a5-453ad245bd3f Sent: 7/25/2024 11:03:11 AM Balogun Cobb Balogun Cobb balogun.cobb@nashville.gov Viewed: 7/25/2024 11:04:32 AM Security Level: Email, Account Authentication Signed: 7/25/2024 11:04:41 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185 **Electronic Record and Signature Disclosure:** Accepted: 7/25/2024 11:04:32 AM ID: 40193274-2fd2-4b6e-8f95-8154fb431a60

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
| Carbon Copy Events Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication | COPIED | Timestamp Sent: 7/25/2024 11:04:44 AM Viewed: 7/25/2024 11:07:54 AM |
| Danielle Godin Danielle.Godin@nashville.gov | | Sent: 7/25/2024 11:04:44 AM |
| Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: | | Sent: 7/25/2024 11:04:44 AM |

| Witness Events | Signature | Timestamp |
|-----------------------------------|------------------|-----------------------|
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 7/24/2024 9:26:18 AM |
| Certified Delivered | Security Checked | 7/25/2024 11:04:32 AM |
| Signing Complete | Security Checked | 7/25/2024 11:04:41 AM |
| Completed | Security Checked | 7/25/2024 11:04:45 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature I | Disclosure | |

Electronic Record and Signature Disclosure: Accepted: 7/25/2024 8:37:54 AM

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