

RESOLUTION NO. RS2021-723

A resolution accepting a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance.

WHEREAS, the State of Tennessee, Department of Health, has awarded a grant in an amount not to exceed \$1,077,700.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance; and,

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

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

Section 1. That the grant by and between the State of Tennessee, Department of Health, in an amount not to exceed \$1,077,700.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

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

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

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumboltz
Kevin Crumboltz, Director
Department of Finance

INTRODUCED BY:

Kiyomichi Jojima
Butler

Russ Bradford
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Niki Eke
Assistant Metropolitan Attorney

Greg Wild

GRANT SUMMARY SHEET

Grant HIV-AIDS Prevention, Surveillance, STD, Rapid Testing and Viral Hepatitis 21-21

Department: HEALTH DEPARTMENT

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Pass-Through Grantor TENN. DEPT. OF HEALTH

Total Award this \$1,077,700.00

Cash Match \$0.00

Department Brad Thompson
340-0407

Status CONTINUATION

Program Description:

The Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.

Plan for continuation of services upon

Services would be discontinued.

Grants Tracking Form

Part One


Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	HIV-AIDS Prevention, Surveillance, STD, Rapid Testing and Viral Hepatitis 21-21						
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					Other:	
Grant Period From:	01/01/21	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/21	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	TENN. DEPT. OF HEALTH	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:	\$1,077,700.00				
Status:	CONTINUATION	Metro Cash Match:	\$0.00				
Metro Category:	Est. Prior.	Metro In-Kind Match:	\$0.00				
CFDA #	93.940, 93.977	Is Council approval required?	<input checked="" type="checkbox"/>				
Project Description:	Applic. Submitted Electronically?		<input type="checkbox"/>				
The Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services would be discontinued.							
How is Match Determined?							
Fixed Amount of \$		or	% of Grant	Other: <input type="checkbox"/>			
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Fund	Business Unit				
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	15.40	Actual number of positions added:	0.00				
Departmental Indirect Cost Rate	22.91%	Indirect Cost of Grant to Metro:	\$246,901.07				
*Indirect Costs allowed?	<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	3.18%	Ind. Cost Requested from Grantor:	\$34,300.00 in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input type="checkbox"/>						
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$448,250.00	\$90,600.00		\$0.00			\$538,850.00	\$123,450.54	\$17,150.00
Yr 2	FY22	\$448,250.00	\$90,600.00		\$0.00			\$538,850.00	\$123,450.54	\$17,150.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$896,500.00	\$181,200.00	\$0.00	\$0.00		\$0.00	\$1,077,700.00	\$246,901.07	\$34,300.00
Date Awarded:				01/04/21	Tot. Awarded:	\$1,077,700.00	Contract#:	34349-47421		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

VW

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date January 1, 2021		End Date December 31, 2021		Agency Tracking # 34349-47421	
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison ID 4
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 93.940, 93.977			
		Grantee's fiscal year end June 30			
Service Caption (one line only) HIV Prevention Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$90,600	\$448,250			\$538,850
2022	\$90,600	\$448,250			\$538,850
TOTAL:	\$181,200	\$896,500			\$1,077,700
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The metro health department is a governmental entity that has been determined to be capable and willing to provide HIV/STI prevention, surveillance, and testing services to clients. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates			
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. <i>Eric Buchholz</i>				<i>CPO USE - GG</i>	
Speed Chart (optional) HL00006849		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of HIV/STD Prevention and Surveillance 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. Centers for Disease Control and Prevention (CDC) - a division of the U.S. Department of Health and Human Services.
- b. Community Based Organizations (CBOs) - a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
- c. Disease Intervention Services – activities designed to prevent the spread of disease and the development of complications.
- d. Disease Intervention Specialist – a health professional trained to prevent disease transmission of non-treatable sexually transmitted infections (STIs), including HIV, and ensure that all people who currently have or have been exposed to a treatable STI are promptly examined and adequately treated.
- e. Enhanced HIV/AIDS Reporting System (eHARS) – a computer application for collecting, storing, and retrieving the data the CDC has identified as necessary to monitor the HIV epidemic and evaluate HIV prevention policies and programs
- f. Expedited Partner Therapy (EPT) – the clinical practice of treating the sex partners of patients diagnosed with chlamydia by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner, according to Tenn. R. & Regs. 0880-02-.14.
- g. False Positives – those tests that give HIV positive test results that are then proven false by additional HIV Testing.
- h. HIV Surveillance and Epidemiology Program – program within the HIV/STD/Viral Hepatitis Section of Tennessee Department of Health ("TDH"), responsible for collecting, analyzing, and disseminating data on people newly diagnosed or living with HIV infection in Tennessee.
- i. HIV Testing – test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under Clinical Laboratory Improvement Amendments (CLIA) of 1988, 42 U.S.C. 263a, PL100-578 (1988). They are

simple, single-use, disposable devices, using minimal reagents, that can provide results in less than sixty (60) minutes and are designed for use with unprocessed specimens (whole blood or oral fluid specimens).

- j. HIV Transmission Clusters - A group of HIV-infected persons (diagnosed and undiagnosed) who have a direct or indirect epidemiological connection related to HIV transmission. An HIV Transmission Cluster can be detected through multiple mechanisms, including analysis of molecular HIV surveillance data or case surveillance data.
- k. Medical Case Manager (MCM) – an individual who is responsible for supporting a range of patient centered activities focused on improving access, adherence, and health outcomes in support of the PrEP care continuum.
- l. MSM – men who have sex with men.
- m. National Electronic Disease Surveillance System Base System (NBS) – a database designed for the management, surveillance, and reporting of communicable diseases, including viral hepatitis. Partner services documentation will be added to NBS effective fall 2020.
- n. Patient Reporting Investigating Surveillance Manager (PRISM) – an application designed for the management, surveillance, and reporting of sexually transmitted diseases. Use of PRISM will transition to NBS effective fall 2020 and thereafter will be used for historical purposes only.
- o. Patient Tracking Billing Management Information System (PTBMIS) – a statewide database combined for all services provided by the Tennessee Department of Health. The PTBMIS has modules for patient registration, collection of financial information, tracking of services, and maintaining medical records.
- p. Perinatal HIV Transmission – transmission of HIV from mother to baby that occurs during the perinatal period, immediately before and after birth.
- q. Personally Identifiable Information (PII) – any information about an individual maintained by an agency, including information that can be used to distinguish or trace an individual's identity, such as name, Social Security Number, date and place of birth, mother's maiden name, or biometric records, and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- r. Pre-Exposure Prophylaxis (PrEP) - the prevention or control of the spread of HIV for HIV negative patients through the use of a daily one-pill medication.
- s. PrEP Provider– a licensed/registered physician, physicians' assistant, or nurse practitioner who supports the provision of professional, diagnostic, and therapeutic services related to the delivery of PrEP, consistent with the guidelines outlined in the CDC PrEP Clinical Practice Guidelines.
- t. Protected Health Information (PHI) – information, including demographic information, which relates to an individual's past, present, or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. PHI includes common identifiers (e.g., name, address, birth date, Social Security Number) when they can be associated with the health information listed above.

- u. Rapid Testing – an easy-to-perform, point-of-care investigation for detecting HIV-1 and HIV-2 antibodies to HIV, the result of which is provided at the same setting of the consultation. The test result is normally available within twenty (20) minutes.
 - v. Research Electronic Data Capture (REDCap) -- a secure web application for building and managing online surveys and databases.
 - w. Resistant Gonorrhea – multidrug- and cephalosporin-resistant gonorrhea.
 - x. Safety Net Provider – provides healthcare to low-income, uninsured, and underinsured populations.
 - y. Sexually Transmitted Infection (STI) - the group of infections that are predominantly transmitted through sexual activity. Reportable STIs to the Tennessee Department of Health are gonorrhea, chlamydia, HIV, hepatitis, and syphilis.
- A.3. Service Goals. The goal of HIV/STD/Viral Hepatitis Prevention services is to implement and coordinate activities and services related to HIV/STI prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.
- A.4. Service Recipients. Individuals seeking services provided by the Grantee who are at risk for HIV or who are infected with one (1) or more STIs. In addition to patients who are referred from the Grantee STI Clinic, service recipients also include those referred from community based organizations after initial evaluation for PrEP, prioritizing low income and uninsured patients.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to HIV/AIDS/STI prevention, testing, diagnosis and treatment, surveillance, and PrEP as follows:
- a. HIV Prevention Services
 - (1) HIV Testing Services
 - i. The Grantee shall follow the TDH HIV Testing Guidelines, published by the TDH STI and HIV Prevention Programs, (a copy of which has been provided to the Grantee and is maintained at: https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf regarding the use of serologic/oral fluid/rapid HIV Testing and applicable disease reporting statutes.
 - ii. The Grantee shall provide HIV Testing services in correction settings to at least eight thousand (8,000) incarcerated individuals.
 - iii. The Grantee shall ensure all individuals who provide HIV counseling and testing services (serologic, oral fluid, or rapid) complete the I KNOW HIV testing course within three (3) months of employment. The “I KNOW” curriculum is delivered by trainers certified by the TDH HIV Prevention Program.
 - iv. The Grantee shall ensure that reactive (i.e., positive) results are entered into PRISM each business day.
 - v. The Grantee shall ensure that all clients who test positive for HIV and are not engaged in care at the time of testing are counseled for linkage to medical care.

- vi. The Grantee shall ensure that all clients who test positive for HIV will be counseled for voluntary partner notification services.
- vii. Rapid Testing shall be monitored and reported on by the Grantee as required by the grant. This shall include, at a minimum, the following deliverables:
 - a) The Grantee shall maintain daily lab and control logs, provided via email by Robert Nelson, State HIV Prevention Testing Director, to document test kit controls and storage temperatures in either the primary or the mobile testing site.
 - b) In accordance with the statewide Rapid Testing quality assurance policy (https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf), the Grantee shall maintain daily lab and control logs provided via email by Robert Nelson, HIV Prevention Testing Director, to document test kit controls and storage temperatures in either the primary or the mobile testing site.
 - c) The Grantee shall report reactive (i.e., positive) results to TDH within forty-eight (48) hours of receiving the confirmatory positive (via the use of the rapid/rapid algorithm) result. The reactive results shall be submitted via NBS using the Evaluation Web Test form and the PH-1600 Supplement for Reporting HIV Infections form provided via email by Robert Nelson. Failure to report reactive results within the set time period may result in suspension of funding.
 - d) The Grantee shall enter individual level testing information in EvaluationWeb by the fifteenth (15th) day of the subsequent month for all clients who test non-reactive (i.e., negative). Required individual level testing information is found on the PH-1600 Supplement for Reporting HIV Infections form provided via email by Robert Nelson.
 - e) The Grantee shall submit aggregate monthly reports to the State HIV Testing Director via email at Robert.Nelson@tn.gov by the fifteenth (15th) day of the subsequent month containing the following information:
 - 1. Number of valid tests conducted;
 - 2. Number of new HIV infections identified; and
 - 3. Number of previous HIV infectious persons identified by self report.
 - f) The Grantee shall submit a False Positive or invalid result within one (1) day of the test result to the State HIV Testing Director at Robert.Nelson@tn.gov.
 - g) The Grantee shall provide the number of test kits in inventory by the fifteenth (15th) day of the subsequent month following the end of each quarter to the State HIV Testing Director at Robert.Nelson@tn.gov.
 - h) The Grantee shall inform the State one (1) month in advance of all the test kits that shall expire within thirty (30) days.
 - i) The Grantee shall ensure that all staff performing HIV testing and counseling shall obtain certification through Tennessee's "I KNOW HIV" testing and counseling training within three (3) months of employment and before any testing is performed. The training shall include applicable HIV test device trainings.
 - j) The Grantee shall ensure that all staff are properly trained to conduct pre-test and post-test counseling, and that all staff are

trained on the operation of the OraQuick Advance, INSTI, and ChemBio Dual Path Platform (DPP) test devices per the manufacturer's recommendations.

(2) HIV Disease Intervention Services

- i. The Grantee shall investigate positive labs identified in PRISM (or NBS post-transition) within one (1) business day.
- ii. The Grantee shall attempt to interview HIV positive cases within five (5) business days of diagnosis.
- iii. The Grantee will interview and provide partner services to equal to or greater than eighty-five percent (85%) of all new HIV cases, as reflected in PRISM, reported in the Grantee's jurisdiction, within thirty (30) days of diagnosis.
- iv. The Grantee shall strive to obtain the goal of an overall contact index of 1.5, as reflected in PRISM (or NBS post-transition), for newly diagnosed HIV case interviews.
- v. The Grantee shall strive to refer to HIV care within thirty (30) days of diagnosis, equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STI clinics as reflected in PRISM (or NBS post-transition).
- vi. The Grantee shall document linkage to care referral in PRISM (or NBS post-transition) including:
 - a) Medical care provider
 - b) Date of first visit
 - c) Status at the time of first interview
 - d) Status at close of interview

(3) Condom Distribution

- i. The Grantee shall ensure condoms are available for patients in the clinic(s).
- ii. The Grantee shall report the percentage of condoms distributed to patients diagnosed with HIV and patients at high risk of acquiring HIV to Katherine Buchman, HIV Community Engagement Director (Katherine.buchman@tn.gov) on January 31st and July 31st of the Term.

(4) PrEP Referral Services

- i. The Grantee will provide education and referral for PrEP to patients that meet the following criteria:
 - a. Any patient requesting PrEP; OR
 - b. Patient with any male sex partners in past 12 months **AND** at least one of the following:
 - i. Inconsistent condom use during anal or vaginal sex with 1 or more partners of unknown HIV status who are known to be at substantial risk of HIV infection (persons who inject drugs [PWID] or men who have sex with men [MSM])
 - ii. Any STI diagnosed or reported in past 12 months
 - iii. Is in an ongoing sexual relationship with an HIV-positive partner **OR** any injection of drugs not prescribed by a clinician in past 12 months **AND** any sharing of injection or drug preparation equipment in past 12 months

- ii. The Grantee shall ensure that all Disease Intervention Specialists who provide PrEP referral services complete the PrEP in the Health Departments training for Disease Intervention Specialists within the first year of employment.
- iii. The Grantee shall provide the HIV Prevention program with a list of PRISM ID numbers (or NBS post-transition) for those patients that were counseled and referred to PrEP, before the 15th of each month via email to Allison Sanders, PrEP Epidemiologist (allison.sanders@tn.gov).

(5) PrEP Prescription and Case Management Services

- i. Medical Case Manager (MCM)
 - a) The Grantee shall employ at least one (1) full-time MCM to support a range of patient-centered activities focused on improving health outcomes in support of the PrEP care continuum.
 - b) One hundred twenty (120) days following execution of this Grant Contract, the MCM shall collaborate with the Grantee STI clinic and community based organizations to identify potential candidates for PrEP services.
 - c) The Grantee shall ensure that the MCM identifies a minimum of forty (40) patients for PrEP each month.
 - d) The Grantee shall ensure that the MCM refers all clients with an interest in starting PrEP to the PrEP Provider.
 - e) For all clients referred to the PrEP Provider, the MCM shall provide services in accordance with the CDC PrEP Clinical Practice Guidelines located at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf>. These services should include, but are not limited to:
 - 1. Initial assessment of service needs;
 - 2. PrEP counseling to ensure readiness for PrEP for HIV Prevention;
 - 3. Timely and coordinated access to medically appropriate levels of health and support services including, but not limited to: benefits counseling, such as assistance in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, pharmaceutical manufacturer patient's assistance programs, other identified patient assistance programs, supportive services, and eligible insurance plans);
 - 4. Other referral services as deemed necessary by the MCM or PrEP Provider;
 - 5. Patient specific advocacy and utilization of services as identified above; and
 - f) The Grantee shall ensure that the MCM has a minimum of one (1) contact per month with each patient prescribed PrEP.
 - g) The Grantee shall ensure that the MCM completes the PrEP Navigation Certification training within the first year of employment.
- ii. PrEP Provider
 - a) The Grantee shall employ at least one (1) full-time PrEP Provider to specialize in the clinical screening/assessment and prescribing of PrEP to patients as an HIV Prevention tool.

- b) One hundred twenty (120) days following execution of this Grant Contract, the Grantee shall ensure the PrEP Provider prescribes PrEP to a minimum of five (5) new PrEP patients per month.
 - c) The Grantee shall ensure that the PrEP Provider delivers PrEP services in accordance with the HIV PrEP protocol in the TDH Public Health Nursing Protocol, located on the Community Health Services SharePoint website.
 - d) The Grantee shall ensure that the PrEP Provider delivers PrEP services in accordance with the CDC PrEP Clinical Practice Guidelines, located at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf>. These services should include, but are not limited to:
 - 1. Assessment of risk of HIV acquisition;
 - 2. Assessment for possible acute HIV infection;
 - 3. Initial assessment of PrEP readiness/ability to use PrEP for HIV prevention and ongoing adherence assessments;
 - 4. Education and counseling PrEP protection lead-time, side effects, and clinical follow-up expectations;
 - 5. Initial and ongoing laboratory assessments;
 - 6. Prescription for PrEP for those deemed eligible.
- iii. REDCap data entry
- a) All required patient-level data, as outlined below, should be entered into a TDH-supplied PrEP database for each patient by the fifteenth (15th) day of the subsequent month.
 - b) The Grantee shall ensure the entry of the following patient-level data for all patients who are initially identified and counseled/educated regarding PrEP, as described above in Section A.5.a.(4)i.:
 - 1. Date record entered
 - 2. Encounter date
 - 3. Referral source
 - 4. PRISM ID (or NBS ID post-transition) (if applicable)
 - 5. First, Middle, Last Name
 - 6. Date of Birth
 - 7. Race/ethnicity
 - 8. Sex at birth
 - 9. Current gender identity
 - 10. County of residence
 - 11. State of residence
 - 12. Zip Code of residence
 - 13. Phone number
 - 14. HIV information:
 - a. Transmission risk category
 - b. Previous HIV test result
 - c. Date of most recent HIV test
 - d. Result of most recent HIV test
 - 15. Referral information:
 - a. Whether client was referred to the PrEP Provider
 - 1) If so, date referred;
 - 2) If not, reason(s) why.
 - c) The Grantee shall ensure entry of the following patient-level data for all patients identified in Section A.5.a.(5)i.c. who are referred to the PrEP Provider.

1. Screening information:
 - a. Whether patient was clinically assessed by the PrEP Provider
 - 1) If so, date of assessment;
 - 2) If not, reason(s) why.
 2. Prescribing information:
 - a. Whether client was prescribed PrEP
 - 1) If so, date prescribed;
 - 2) If not, reason(s) why.
 - b. Whether patient began PrEP
 - 1) If so, date started;
 - 2) If not, reason(s) why.
 3. PrEP adherence:
 - a. Documentation of whether or not patients initiating PrEP remain on PrEP at three (3), six (6), and twelve (12) months post PrEP initiation.
 - b. Among patients who discontinue PrEP use, documentation of reason(s) for discontinuation.
- (6) Maintain the confidentiality of HIV prevention services data (see Sections A.10 and D.35.).
- b. HIV Surveillance Services
- (1) The Grantee agrees to continue to provide surveillance services listed below in accordance with the State HIV Surveillance and Epidemiology Program and CDC 18-1802 HIV Surveillance Guidelines (a copy of which has been provided to the Grantee and is maintained on the TDH HIV Surveillance Regional/Metro SharePoint site).
 - i. Conduct active and passive surveillance of persons diagnosed with HIV, specifically:
 - a) Ensure that equal to or greater than ninety-five percent ($\geq 95\%$) of the expected number of cases for a diagnosis year are reported, including a complete case report in eHARS with a diagnosis status, assessed twelve (12) months after the diagnosis year.
 - b) Ensure that equal to or greater than eighty-five percent ($\geq 85\%$) of reported cases are entered into eHARS within two (2) weeks of date of report receipt.
 1. Ensure that the unique identifying number in eHARS (i.e., state number) is shared with STI/TB programs and that their program identifiers (e.g., PRISM or NBS number) are entered into eHARS.
 2. Review both PRISM and NBS record and other available data sources for additional information to complete eHARS record (e.g., address, transmission risk category, current gender identity, race/ethnicity, Social Security Number, antiretroviral medication use, most recent negative HIV test, pregnancy status).
 3. Review PRISM, NBS, Ryan White CAREWare, and PTBMIS records quarterly to identify risk factor information on newly diagnosed HIV cases within the region, if needed.

- c) Ensure that equal to or greater than ninety percent ($\geq 90\%$) of the expected number of cases for a diagnosis year are reported within six (6) months following diagnosis, assessed twelve (12) months after the diagnosis year.
 - d) Ensure that all cases that meet the surveillance case definition for HIV infection for a diagnosis year will have no required fields missing and pass all standard data edit checks (i.e., Person View Status Flag is "A – Active" or "W – Warning"), assessed twelve (12) months after a diagnosis year.
 - e) Ensure that equal to or greater than ninety percent ($\geq 90\%$) of cases for a report year have sufficient HIV risk factor information to be classified into a known transmission category, assessed twelve (12) months after the report year.
 - f) Ensure that equal to or greater than eighty-five percent ($\geq 85\%$) of cases for a diagnosis year have a CD4 test result based on a specimen collected within one month following HIV diagnosis, assessed twelve (12) months after the diagnosis year.
 - g) Ensure that equal to or greater than eighty-five percent ($\geq 85\%$) of cases for a diagnosis year have a viral load test result based on a specimen collected within one month following HIV diagnosis, assessed twelve (12) months after the diagnosis year.
 - h) Ensure that one hundred percent (100%) of persons identified as HIV positive through HIV genetic sequencing are entered into eHARS within two weeks of date of report receipt.
 - i) Ensure that equal to or greater than seventy percent ($\geq 70\%$) of cases for a diagnosis year have prior antiretroviral use history, assessed at twelve (12) months after the diagnosis year.
 - j) Ensure that equal to or greater than seventy percent ($\geq 70\%$) of cases for a diagnosis year have a known value for previous negative HIV test, assessed at twelve (12) months after the diagnosis year.
 - k) Ensure that equal to or greater than fifty percent ($\geq 50\%$) of cases for a diagnosis year with a previous negative HIV test have a valid date of documented negative test result, assessed at twelve (12) months after the diagnosis year.
 - l) Ensure that one hundred percent (100%) of cases of public health importance (COPHI) are reported to the TDH HIV Surveillance Coordinator within twenty-four (24) hours of receipt of unusual risk/transmission information.
 - m) Ensure that labs and morbidity reports received in REDCap projects, HIV Labs 2.0 and HIV Morbidity Reports and Paper Labs are processed within 30 days (average timeframe) of the date sent to the surveillance area.
 - n) Implement processes to quickly investigate positive test results located in the "Requiring Review" reports for the two REDCap projects, HIV Labs 2.0 and HIV Morbidity Reports and Paper Labs. The percentage of results with a received date older than 2 weeks should be $< 20\%$.
 - o) Ensure the routine surveillance activities, data quality corrections, missing risk factors, and unmatched genotype investigations, are completed and submitted in the REDCap project, HIV Routine Surveillance Activities, by the specified program deadline.
- ii. Conduct active and passive surveillance of infants born to HIV infected mothers, and their mothers, specifically:

- a) Ensure that equal to or greater than ninety-five percent ($\geq 95\%$) of pregnant women with HIV are reported to the TDH HIV Surveillance Coordinator prior to their delivery date.
 - b) Ensure that equal to or greater than eighty-five percent ($\geq 85\%$) of infants born to mothers diagnosed with HIV are entered into eHARS and PRISM (or NBS post-transition) within two (2) weeks of date of report receipt.
 - 1. Routinely visit birthing hospitals to obtain chart information on children born to mothers with HIV.
 - 2. Acquire follow-up testing information on infants from hospital or clinician office records.
 - 3. If unable to locate child's records, contact the TDH HIV Surveillance Coordinator or designee for an Accurint locating search.
 - c) Quarterly, enter one hundred percent (100%) of infants born to women diagnosed with HIV, as identified through linking HIV surveillance and state birth certificate data, into eHARS within two (2) weeks of receiving information from TDH. Upload completed birth match investigation spreadsheet to the REDCap project, HIV Routine Surveillance Activities.
 - d) Ensure that equal to or greater than ninety-seven percent ($\geq 97\%$) of infants born to mothers diagnosed with HIV for a diagnosis year will have no required fields missing and pass all standard data edit checks (i.e., Person View Status Flag is "A – Active" or "W – Warning"), assessed twelve (12) months after a diagnosis year.
 - e) Ensure that equal to or greater than eighty-five percent ($\geq 85\%$) of HIV-exposed infants for a birth year have HIV infection status determined by eighteen (18) months of age.
 - f) Ensure that one hundred percent (100%) of cases of Perinatal HIV Transmission are investigated within one (1) week of HIV diagnosis to determine the reason why transmission occurred (i.e., missed opportunities). Report information from investigation to the TDH HIV Surveillance Coordinator within one (1) week of conclusion of investigation.
 - g) Ensure the monthly surveillance activities, perinatal HIV follow-up testing for identified infants and pregnant PLWH, are completed and submitted in the REDCap project, HIV Routine Surveillance Activities, by the specified program deadline.
 - h) Annually, distribute updated guidelines and laws regarding prenatal HIV Testing and reporting to staff responsible for prenatal HIV Testing and reporting to public health at birth hospitals located in jurisdiction, including education for non-compliant providers.
- iii. Maintain the confidentiality of HIV surveillance data (see sections. A.10 and D.35.).
 - iv. Participate in activities to build local provider relationships and facilitate communication with HIV surveillance partners statewide, specifically:
 - a) Maintain regular contact and working relationships with providers of services to persons with HIV/AIDS.
 - b) Provide information and education to local health care professionals regarding local surveillance activities, provider reporting requirements, and epidemiological statistics and trends as needed.

- c) Coordinate surveillance activities with other regions and TDH Surveillance and Epidemiology Program, e.g., inform other regional HIV surveillance staff when entering an eHARS case on someone from their region.
- d) Keep the TDH HIV Surveillance and Epidemiology Program Director informed of all unusual or negative area conditions, activities, viewpoints, changes, and/or operations on a regular basis.
- e) Attend annual statewide HIV meeting and monthly HIV surveillance conference calls, hosted by HIV Epidemiology and Surveillance Program.

c. HIV cluster response

- (1) Upon the identification of a possible cluster of recent HIV transmission in, or affecting, the Grantee's jurisdiction, assist TDH with outbreak detection and response activities, specifically:
 - i. At least monthly, use HIV surveillance reports provided by the TDH HIV Surveillance Program to monitor persons newly diagnosed with HIV in jurisdiction for similar risk factors.
 - ii. Ensure adequate representation by responsible communicable disease personnel on regular (e.g., weekly) cluster response conference calls.
 - iii. Provide at least weekly updates to cluster line list.
 - iv. Assist in collection and transport of specimens for testing to TDH Laboratory Services.
 - v. Assist with the performance of enhanced interviews of cases and partners and linkage or re-engagement to care.
 - vi. Ensure that one hundred percent (100%) of persons identified as being part of a HIV Transmission Cluster in jurisdiction have complete lab information entered into eHARS and assist with obtaining genotype test results.
 - vii. Offer appropriate preventative and prophylactic medical measures to exposed, including informing and collaborating with local CBO(s) and Syringe Service Programs to facilitate outreach and decrease risk of transmission (i.e., PrEP, unused needles/syringes, treatment, etc.)

d. STI Services

- (1) Provide Disease Intervention Services to accomplish the following objectives:
 - i. Syphilis Treatment and Partner Services
 - a) Early Syphilis
 - 1. Equal to or greater than fifty percent ($\geq 50\%$) of early syphilis cases will be treated within fourteen (14) days.
 - 2. Equal to or greater than ninety percent ($\geq 90\%$) of early syphilis cases will be treated within thirty (30) days.
 - 3. Equal to or greater than ninety percent ($\geq 90\%$) of early syphilis cases will be interviewed within thirty (30) days.
 - 4. Equal to or greater than seventy-five percent ($\geq 75\%$) of early syphilis cases will have at least one (1) partner be screened and interviewed .
 - 5. The Grantee shall strive to obtain the goal of an overall contact index of 1.5, as reflected in PRISM (or NBS

- post-transition), for Primary, Secondary, and Early Latent Syphilis cases.
- ii. Chlamydia Treatment and Partner Services
 - a) Equal to or greater than fifty percent ($\geq 50\%$) of all chlamydia cases will be treated within fourteen (14) days.
 - b) Equal to or greater than ninety percent ($\geq 90\%$) of all chlamydia cases will be treated within thirty (30) days.
 - c) Equal to or greater than ninety percent ($\geq 90\%$) of all chlamydia cases found in the Davidson County Health Department will be interviewed within thirty (30) days.
 - d) Ensure that at least ninety percent or greater ($\geq 90\%$) of chlamydia cases interviewed in Grantee clinics are offered EPT.
 - e) Equal to or greater than ninety percent ($> 90\%$) of all chlamydia cases of pregnant females will be interviewed within thirty (30) days.
 - iii. Gonorrhea Treatment and Partner Services
 - a) Equal to or greater than fifty percent ($\geq 50\%$) of all gonorrhea cases will be treated within fourteen (14) days.
 - b) Equal to or greater than ninety percent ($\geq 90\%$) of all gonorrhea cases will be treated within thirty (30) days.
 - c) Equal to or greater than ninety percent ($\geq 90\%$) of all gonorrhea cases treated in the Davidson County Health Department will be interviewed within thirty (30) days.
 - d) Equal to or greater than ninety percent ($> 90\%$) of all gonorrhea cases of pregnant females will be interviewed within thirty (30) days.
 - iv. Among MSM encounters
 - a) Ensure at least ninety percent or greater ($\geq 90\%$) of all MSM encounters in Grantee STI clinics are screened for syphilis, and
 - b) Ensure that ninety percent or greater ($\geq 90\%$) of all MSM encounters who report anal sex as a risk factor are screened for rectal gonorrhea and chlamydia.
 - c) Ensure that ninety percent or greater ($\geq 90\%$) of all MSM encounters who report oral sex as a risk factor are screened for pharyngeal gonorrhea and chlamydia
 - v. Partner with the National Network of Prevention and Training Centers to develop at least one (1) STI education training for Safety Net Providers, FQHCs, or private providers in the metro region.
- (2) Utilize EPT when a chlamydia patient states that his/her partner(s) is/are unwilling to appear for medical examination.
 - (3) Maintain the confidentiality of STI prevention and surveillance services data (see sections A.10 and D.35.).
- e. Integrated HIV/STI prevention services
- (1) The Grantee shall provide HIV/STI Program services as follows:
 - i. Provide diagnostic and treatment services to persons suspected of having one (1) or more STIs, or seeking diagnostic screening for STIs or HIV.
 - ii. These medical services shall be available at least thirty-seven and one-half (37.5) hours per week (excluding holidays); and

- iii. Ensure that medical services are provided by registered/licensed health professionals (physicians, nurse practitioners, physician assistants, or nurses) in accordance with approved protocols.
- (2) Provide Disease Intervention Services for patients diagnosed and treated for HIV and/or STIs in the Grantee's county in accordance with established policies, procedures, communications, protocols, and process performance standards found in the 2016 HIV/STI Prevention Program Guidelines, published by the Tennessee Department of Health, HIV Prevention Program (available at https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf).
- i. Provide supervisory functions to include any open HIV/STI disease investigations (pouch reviews) and interview and field audits of completed HIV/STI disease investigations.
 - ii. Provide a Disease Intervention Specialist, whose functions will include interviewing, contact-tracing, partner notification, and case management
 - iii. Participate in annual programmatic assessment completed by the STD Prevention Program and establish plan for quality improvement measures based on assessment findings and recommendations.
- (3) In PRISM (or NBS post-transition), ensure data completeness of ninety-five percent (95%) or greater for all field records for all infections:
- i. Sex at birth
 - ii. Current gender
 - iii. Race/ethnicity
 - iv. Age
 - v. Treatment given
 - a) HIV ARV use, if applicable
 - vi. Pregnancy status
 - vii. Patient address
 - viii. HIV status
 - a) Transmission risk exposure
 - ix. Provider information of index case
 - x. Partner contact information for early syphilis cases
 - xi. Partner contact information for HIV cases
 - xii. County
 - xiii. Treatment date
 - xiv. Sexual orientation
 - xv. Sex of sex partners
 - xvi. Specimen collection date
 - xvii. Neurological manifestations for syphilis cases
 - xviii. Optic manifestations for syphilis cases
 - xix. Late clinical manifestations for syphilis cases
 - xx. Date of last negative HIV test
 - xxi. Substance abuse
- (4) Establish a written policy (based upon a local assessment of disease morbidity and trends, staffing, and resources) ; and
- i. Submit the established policy in writing to the State HIV/STI program within ninety (90) days of the start date of the Term.
 - ii. This policy must contain confirmation that it is consistent with the following order of HIV/STI priorities:
 - a) Pregnant women
 - b) Children under age thirteen (13) including infants
 - c) Early (less than one (1) year's duration) syphilis
 - d) Newly diagnosed HIV infection

- e) Gonorrhea in females
 - f) Chlamydia in females
 - g) Gonorrhea in males
 - h) Chlamydia in males
- (5) Ensure that appropriate laboratory services are available for processing HIV and STI tests.
- (6) Conduct an annual laboratory visit of laboratories in the Grantee's county that are performing tests for gonorrhea, chlamydia, syphilis, and/or HIV.
- i. Assure each identified laboratory is aware of reporting requirements, procedures, and mechanisms; and
 - ii. Establish a mechanism to monitor reporting compliance.
- (7) Conduct an annual provider visit of providers in the Grantee's county that are completing testing and treatment for gonorrhea, chlamydia, and syphilis and have a history of prescribing nonstandard treatment.
- i. Ensure provider is aware of recommended testing and treatment guidelines
 - ii. Establish mechanism to ensure that recommended treatment is available
- (8) Conduct surveillance activities to assure the complete and timely reporting of STIs and HIV.
- (9) Refer patients to other appropriate community resources when findings indicate problems beyond the scope of the HIV/STI clinic.
- (10) Ensure that HIV and STI pamphlets, brochures, audio-visual programs, or other materials are available in the patient reception and waiting areas of the clinics.
- (11) Impart sufficient information to patients to assure that they have accurate perceptions of their disease(s) and treatment. This information includes:
- i. A clinician shall explain the following to the patient:
 - a) the results of tests;
 - b) the name of the disease and its significance to the patient;
 - c) the name of the medication, when to take it, and what to do if doses are missed;
 - d) the expected outcome of treatment and possible side effects;
 - e) the appropriate response to an apparent treatment failure;
 - f) the necessity for appropriate follow-up tests;
 - g) the follow-up tests that will be performed;
 - h) the purposes of the follow-up tests; and
 - i) the potential consequences of not having the follow-up tests performed.
 - ii. A Disease Intervention Specialist shall explain to the patient:
 - a) how the disease is acquired and transmitted;
 - b) the period of infectiousness;
 - c) the potential for re-infection if partner(s) are not medically evaluated;
 - d) the rationale behind assuring that the sexual partner(s) obtain appropriate medical evaluation;
 - e) the potential for partners having an asymptomatic infection;
 - f) the need to abstain from sex until partners obtain appropriate medical care;

- g) the need to adopt appropriate risk-reduction behaviors such as abstinence or condom use;
 - h) the value of recognizing the major symptoms of HIV and STI infections; and
 - i) the need for the prompt medical evaluation of symptoms or possible exposure.
- (12) Perform data entry and system quality assurance measures into PRISM in order to meet the State's statistical, evaluation, and reporting requirements.
 - (13) As requested, assist in the training of other health care professionals.
 - (14) Train all new clinic staff.
 - (15) Train all new Disease Intervention Specialists in accordance with the training recommendations in the 2016 HIV/STI Prevention Program Guidelines, published by the Tennessee Department of Health, HIV Prevention Program, and already made available to the Grantee.
 - (16) Assure all positions supported by this grant have regularly assigned duties and responsibilities that are limited in scope to services for STIs (including HIV).
 - (17) Establish and complete PTBMIS patient encounters within five (5) working days of the patient visit, including laboratory tests ordered.
 - (18) Analyze and evaluate morbidity, intervention, risk behavior, and other programmatic data to direct effective and appropriate disease control strategies for the county.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., d., e., f., and g., below);
- b. Tennessee HIV/AIDS Jurisdictional Plan for 2018-2021 Grant Years;
- c. Tennessee Department of Health HIV Testing Guidelines;
- d. State testing procedures, protocols, and all applicable disease reporting statutes;
- e. HIV/STI Prevention Program Guidelines, Tennessee Department of Health;
- f. TDH HIV Surveillance Guidelines; and
- g. CDC TN Integrated HIV Surveillance and Prevention Program (CDC-RFA—PS18—1802).

A.7. Incorporation of Federal Award Identification Worksheets. The federal award identification worksheets, which appear as Attachment 1, are incorporated in this Grant Contract.

A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8 a copy of the audit report and Notice of Audit Report Attachment.

- A.9. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients shall disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients shall disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures shall be sent in writing to the CDC and to the HHS OIG at the following addresses:

Valerie McCloud
 Grants Management Specialist
 Office of Grants Services (OGS)
 Office of Financial Resources (OFR)
 Centers for Disease Control and Prevention (CDC)
 Email: VMCCLOUD@CDC.GOV | 770-488-4790 OFC | 770-488-2868 Fax

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW
 Cohen Building, Room 5527
 Washington, DC 20201
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all sub awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321). CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b)). **A.10.**

Confidentiality of HIV, Sexually Transmitted Disease (STI), and Viral Hepatitis (VH) records should be maintained and contract deliverables shall be conducted in compliance with CDC HIV/STI/VH/Tuberculosis Security and Confidentiality Guidelines as well as TDH HIV/STI/VH Security and Confidentiality Guidelines. Steps to ensure data confidentiality and security include:

- a. Ensure persons working with hard copies of documents containing confidential, identifiable information do so in a secure area and use locked file cabinets that are large and heavy enough to render them immobile. Specifically:
 - (1) Minimize use of fax transmissions and only use fax transmissions in secure (e.g., non-public) work spaces; minimize inclusion of protected health information (PHI) in fax transmissions.
 - i. Take precautions (such as a telephone call) to ensure that the recipient is present to receive and confirm receipt of the fax.
 - (2) Immediately destroy physical documents containing confidential information after use (e.g., entry into secure electronic database).

- (3) Ensure that physical documents containing confidential information are shredded with crosscutting shredders prior to disposal. A staff member shall be present if a commercial shredding service is used for documents shredded on-site.
- b. Annually, update and send local HIV, STI, VH data security and confidentiality manual(s) to the TDH HIV/STI/VH Medical Director and HIV/AIDS Director. If local security and confidentiality (S&C) manual does not exist, develop local S&C manual and update annually thereafter.
- c. Annually, identify and document an Overall Responsible Party to manage and ensure adherence of local security and confidentiality policies; form (to be provided by TDH upon request) shall be sent to the TDH HIV/STI/VH Medical Director and HIV/AIDS Director for TDH records.
- d. Annually, complete data use agreement with TDH and adhere to data sharing, retention, and storage rules as outlined in agreement, including the following:
- i. TDH will make available HIV surveillance data using secure methods, with specific method of transfer, file formatting and encryption methods to be determined by both parties.
 - ii. Grantee shall use these HIV data only for its surveillance and public health duties, including linkage to care and re-engagement activities for persons living with diagnosed HIV, responding to HIV clusters, and as necessary to provide Ryan White services.
 - iii. HIV surveillance data is highly sensitive and confidential information. Only Grantee employees engaged in activities directly related to HIV surveillance, prevention, and Ryan White programs shall have access to HIV surveillance data. Grantee shall provide these employees with the minimum data necessary to achieve scopes outlined in this contract.
 - iv. Grantee will require that all employees with access to HIV surveillance data complete and maintain current training in the management, storage, and use of HIPAA protected data prior to access to HIV data.
 - v. Grantee shall not share HIV data with any third parties, including, but not limited to, law enforcement, external agencies and partners, contractors and media. Media requests for HIV data shall be directed to the TDH Public Information Officer. All other requests and inquiries related to HIV data shall be directed to the Director of the HIV Epidemiology and Surveillance Program.
 - vi. Grantee shall not disclose names nor other identifying information from the HIV surveillance data bases (i.e., eHARS) or data files either during this Agreement or hereafter to any persons other than Grantee employees engaged in activities directly related to HIV surveillance, prevention, and Ryan White programs.
- e. Request approval for eHARS access by completing the REDCap survey, eHARS user request at <https://redcap.health.tn.gov/redcap/surveys/?s=77NLL3FJ79>. Provide justification for access in the additional information section of the survey.. Immediately notify the eHARS Database Administrator and HIV Surveillance Coordinator of local eHARS user accounts that need to be deactivated.

- f. Request approval for PRISM access in writing, with justification, to PRISM Database Administrator. Immediately notify the PRISM Database Administrator of local PRISM user accounts that need to be deactivated.
- g. Request approval for NBS access by completing the REDCap survey NBS New User Request at <https://redcap.health.tn.gov/redcap/surveys/index.php?s=EXCFM3MJEL>. Immediately notify the NBS Database Administrator and the surveillance systems and informatics program of local NBS user accounts that need to be deactivated.
- h. Upon authorization and annually, ensure that all eHARS, NBS, and PRISM users, and other program staff with access (any capacity) to HIV, STI, and/or VH data, complete HIV/STI/VH security and confidentiality training provided by TDH and sign HIV/STI/VH data security and confidentiality agreement.
- i. Ensure that all analyses and reporting involving the use of HIV, STI, or VH surveillance data adhere to TDH policies and procedures, specifically:
 - (1) Ensure that TDH designated analytic files (i.e. fields with PHI are removed) are used to conduct local data analyses. A Data use agreement must be completed prior to obtaining any analytic data files from TDH.
 - (2) Ensure data files at rest are encrypted password protected and are stored in limited access folders, maintain log of personnel with access to folders housing confidential data.
 - (3) Ensure that all public reports involving the use of HIV, STI, or VH surveillance data are submitted to the program surveillance director or designee for approval prior to public dissemination.
- j. Report within twenty four (24) hours any potential data breaches to the TDH State Epidemiologist, HIV/STI/VH Medical Director, and/or HIV/AIDS Director.

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on January 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Seventy Seven Thousand Seven Hundred Dollars (\$1,077,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Fiscal Coordinator
Tennessee Department of Health
HIV/STD Program
Andrew Johnson Tower, 4th Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

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

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Bilateral Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement 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 any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.

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

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

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

Pamela Talley MD, MPH

Medical Director
HIV/STI/Viral Hepatitis
Andrew Johnson Tower, 4th Floor
710 James Robertson Pkwy
Nashville, TN 37243
Email Address: pamelatalley@tn.gov
Telephone # (615) 532-8516
FAX # (615) 741-3691

The Grantee:

Sanmi Areola, Ph.D., Interim Director
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209
Email Address: Sanmi.Areola@nashville.gov
Telephone #: (615) 340-5635
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. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [6] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [6] shall complete Attachment [7]. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.
- The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee

shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State (**Patricia Beavers, DHA, MBA/ACC, Public Health Administrator 2, TN Department of Health, HIV, STD, Viral Hepatitis @ patricia.beavers@tn.gov**):

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

The Grantee shall obtain prior approval from the 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. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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

The Grantee shall provide immediate written notice to the 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. 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. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including

individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

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

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.6. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

Signature Page Follows Below.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Tina Lester
 5EE94599A8D6403
 _____ 1/4/2021
 Administrative Director, Metro Public Health Department Date

DocuSigned by:
Alex Sahangir
 7E073F19A05A4DF
 _____ 1/4/2021
 Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumboltz
 14907149
 _____ 1/7/2021
 Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb
 176119
 _____ 1/7/2021
 Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Meki Eke
 _____ 1/7/2021
 Metropolitan Attorney Date

FILED:

 Metropolitan Clerk Date

DEPARTMENT OF HEALTH:

 Lisa Piercey, MD, MBA, FAAP
 Commissioner Date

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	Pending
Federal award date	Pending
CFDA number and name	93.940
Grant contract's begin date	January 1, 2021
Grant contract's end date	December 31, 2021
Amount of federal funds obligated by this grant contract	\$696,500
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	Pending
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur C. Lusby GMO CDC ALusby@cdc.gov (770) 488-2865
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.8% Salary & Benefits

*** Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	Pending
Federal award date	Pending
CFDA number and name	93.977
Grant contract's begin date	January 1, 2021
Grant contract's end date	December 31, 2021
Amount of federal funds obligated by this grant contract	\$200,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	Pending
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur C. Lusby, GMO CDC ALusby@cdc.gov (770) 488-2685
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.8% Salary & Benefits

*** Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 1)

Metropolitan Government of Nashville & Davidson County - HIV Prevention/Surveillance/Testing/STD/PrEP - Roll up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$759,400.00	\$0.00	\$759,400.00
2	Benefits & Taxes	\$243,800.00	\$0.00	\$243,800.00
4, 15	Professional Fee/ Grant & Award ²	\$7,600.00	\$0.00	\$7,600.00
5	Supplies	\$15,000.00	\$0.00	\$15,000.00
6	Telephone	\$7,200.00	\$0.00	\$7,200.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$10,400.00	\$0.00	\$10,400.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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	\$34,300.00	\$0.00	\$34,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,077,700.00	\$0.00	\$1,077,700.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 2)

Metropolitan Government of Nashville & Davidson County - HIV Prevention				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$329,800.00	\$0.00	\$329,800.00
2	Benefits & Taxes	\$99,000.00	\$0.00	\$99,000.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,800.00	\$0.00	\$2,800.00
6	Telephone	\$2,000.00	\$0.00	\$2,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$2,800.00	\$0.00	\$2,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (3.04% of salaries and benefits)	\$13,000.00	\$0.00	\$13,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$449,400.00	\$0.00	\$449,400.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 3)

SALARIES							AMOUNT
Norman Foster, Manager	\$6,564.41	x	80%	x	12		\$63,018.34
Adriane Good, Communicable Disease Investigator	\$4,436.02	x	12%	x	12		\$6,387.87
Vacant, Program Coordinator	\$3,721.21	x	85%	x	12		\$37,956.34
Vacant, Communicable Disease Investigator	\$3,412.34	x	60%	x	12		\$24,568.85
Melody Quarles, Communicable Disease Investigator	\$4,436.02	x	100%	x	12		\$53,232.24
Vacant, Communicable Disease Investigator	\$3,412.34	x	85%	x	12		\$34,805.87
John George Michael, Communicable Disease Investigator	\$3,526.08	x	85%	x	12		\$35,966.02
Erene Bell, Communicable Disease Investigator	\$3,526.08	x	85%	x	12		\$35,966.02
Sarah Rash, Office Support Representative	\$3,156.33	x	100%	x	12		\$37,875.96
ROUNDED TOTAL							<u>\$329,800.00</u>

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine Travel @ .47 per mile (approx. 5,957 estimated for the year)	\$2,800.00
ROUNDED TOTAL	<u>\$2,800.00</u>

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 4)

Metropolitan Government of Nashville & Davidson County - HIV Surveillance				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$64,100.00	\$0.00	\$64,100.00
2	Benefits & Taxes	\$26,800.00	\$0.00	\$26,800.00
4, 15	Professional Fee/ Grant & Award ²	\$2,600.00	\$0.00	\$2,600.00
5	Supplies	\$3,100.00	\$0.00	\$3,100.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$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 ²	\$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 (7.7% of salaries and benefits)	\$7,000.00	\$0.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$104,100.00	\$0.00	\$104,100.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 5)

SALARIES								AMOUNT
Adriane Good, Communicable Disease Investigator	4,436.02	x	88%	x	12	+	\$880 Longevity	\$47,724.37
Vacant, Communicable Disease Investigator	\$3,412.34	x	40%	x	12			\$16,379.23
ROUNDED TOTAL								\$64,100.00

PROFESSIONAL FEES	AMOUNT
Temporary Clerical Support Services	\$2,600.00
ROUNDED TOTAL	\$2,600.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local travel reimbursements @ .47 per mile (approx 1,064 miles estimated for the year)	\$500.00
ROUNDED TOTAL	\$500.00

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 6)

Metropolitan Government of Nashville & Davidson County - HIV Testing - Federal				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$100,300.00	\$0.00	\$100,300.00
2	Benefits & Taxes	\$30,100.00	\$0.00	\$30,100.00
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	\$1,600.00	\$0.00	\$1,600.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$5,000.00	\$0.00	\$5,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (3.84% of salaries and benefits)	\$5,000.00	\$0.00	\$5,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$143,000.00	\$0.00	\$143,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 7)

SALARIES								AMOUNT
Sherronda Broughton, Program Specialist	\$3,808.11	x	65%	x	12	+	\$608 Longevity	\$30,311.26
James Dickerson, Program Specialist	\$2,965.05	x	100%	x	12			\$35,580.60
Vacant, Program Specialist	\$2,869.40	x	100%	x	12			\$34,432.80
ROUNDED TOTAL								\$100,300.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Parking Reimbursements	\$5,000.00
ROUNDED TOTAL	\$5,000.00

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 8)

Metropolitan Government of Nashville & Davidson County - Federal STD Prevention				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$139,500.00	\$0.00	\$139,500.00
2	Benefits & Taxes	\$39,000.00	\$0.00	\$39,000.00
4, 15	Professional Fee/ Grant & Award ²	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$5,200.00	\$0.00	\$5,200.00
6	Telephone	\$3,000.00	\$0.00	\$3,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$2,000.00	\$0.00	\$2,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (3.53% of salaries & benefits)	\$6,300.00	\$0.00	\$6,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$200,000.00	\$0.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 9)

SALARIES								AMOUNT
Norman Foster, Manager	\$6,564.41	x	20%	#	12			\$15,754.58
Makatlyn Pledge, Communicable Disease Investigator	\$3,412.34	x	85%	x	12			\$34,805.87
Shellia Kirkendoll, Communicable Disease Investigator	\$4,436.02	x	100%	x	12	+	\$935 Longevity	\$54,167.24
Camesha Beard, Communicable Disease Investigator	\$3,412.34	x	85%	x	12			\$34,805.87
ROUNDED TOTAL								\$139,500.00

PROFESSIONAL FEES	AMOUNT
Temporary Clerical Support Services	\$5,000.00
ROUNDED TOTAL	\$5,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local travel reimbursements @ .47 per mile (approx. 4,255 miles estimated for the year)	\$2,000.00
ROUNDED TOTAL	\$2,000.00

ATTACHMENT 2
GRANT BUDGET
(BUDGET PAGE 10)

Metropolitan Government of Nashville & Davidson County - HIV PreP Clinic- State				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
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 ²	\$125,700.00	\$0.00	\$125,700.00
2	Benefits & Taxes	\$48,900.00	\$0.00	\$48,900.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,900.00	\$0.00	\$2,900.00
6	Telephone	\$600.00	\$0.00	\$600.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$100.00	\$0.00	\$100.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$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 (1.72% salaries & benefits)	\$3,000.00	\$0.00	\$3,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$181,200.00	\$0.00	\$181,200.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

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

ATTACHMENT 2 (continued)
GRANT BUDGET LINE-ITEM DETAIL
 (BUDGET PAGE 11)

SALARIES						AMOUNT
Catya Campbell, Program Specialist	\$3,526.08	x	100%	x	12	\$42,312.96
Candi Stancil, Public Health Nurse Practitioner	\$6,951.42	x	100%	x	12	\$83,417.04
ROUNDED TOTAL						\$125,700.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Mileage @ .47 per mile (aprox 213 miles for the year)	\$100.00
ROUNDED TOTAL	\$100.00

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY			
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #
EDISON CONTRACT #			
EDISON VENDOR #		EDISON ADDRESS LINE #	VOUCHER #

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD
	FROM TO
Edison Vendor #	CONTRACT PERIOD
CONTRACTING STATE AGENCY Tennessee Department of Health	FROM TO
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	FOR CENTRAL OFFICE USE ONLY	
				SPEEDCHART NUMBER:	USERCODE:
Salaries				PROJECT ID:	AMOUNT:
Benefits				SPEEDCHART NUMBER:	
Professional Fee/Grant & Award				USERCODE:	
Supplies				PROJECT ID:	
Telephone				AMOUNT:	
Postage & Shipping					
Occupancy				SPEEDCHART NUMBER:	
Equipment Rental & Maintenance				USERCODE:	
Printing & Publications				PROJECT ID:	
Travel/Conferences & Meetings				AMOUNT:	
Interest					
Insurance				SPEEDCHART NUMBER:	
Specific Assistance to Individuals				USERCODE:	
Depreciation				PROJECT ID:	
Other Non Personnel				AMOUNT:	
Capital Purchase					
Indirect Cost					
TOTAL					

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes

These services are for medical services

non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

ATTACHMENT: 2

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: **Please use the following format when naming files.**
 name of agency REPORTING PERIOD END.xls
 do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: <mailto:Policy3.AMO.Health@tn.gov>

e-mail filing replaces mailing forms

Mailing Address:

Milton K. Threet

Telephone 615-532-7133

Tennessee Department of Health

FAX 615-741-9533

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything 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 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the 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.

Line 8 Occupancy

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

Line 9 Equipment Rental And Maintenance

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

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. 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.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

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

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of 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, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in 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. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources 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. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

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

**PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #
 Contract Number
 Grant Period
 Program Name
 Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Schedule A Year-To-Date Information		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

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 copies to:**

Patricia Beavers, DHA, MBA/ACC, Public Health Administrator 2, TN Department of Health, HIV, STD, Viral Hepatitis @ patricia.beavers@tn.gov

Lisa Piercey, MD, MBA, FAAP, Commissioner, TN Department of Health and,

TN Department of Finance and Administration @ fa.audit@tn.gov

ATTACHMENT 6

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- Grantee Legal Entity Name** is subject to an audit for fiscal year #.
- Grantee Legal Entity Name** is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 7

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

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

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

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes No

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

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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