

Freddie O'Connell, Mayor

Sanmi Areola, Ph.D. Director of Health

Board of Health

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April 22, 2025

Metropolitan Council of Nashville and Davidson County Historic Metro Courthouse 1 Public Square Suite 204, Metro Council Office Nashville, TN 37201

Ref: Health Tobacco Use Prevention & Control

Metro Councilmembers:

I would like to ask for you to allow the attached grant to be filed late for the May 6, 2025 Council meeting. The time period covered by this grant began on April 1, 2025 and the grantor has a policy that requires the grant to be returned prior to the start date. The reason for the lateness of the grant is due to modifying the contract, prior to execution, to update the contract contact information to the new Metro Public Health Director and a slight delay in the Law Department.

Thank you for your consideration,

Sincerely,

Sanmi Areola, PhD Director of Health

GRANT SUMMARY SHEET

Grant Name:	Tobacco Use Prevention & Control 25-27
Department:	HEALTH DEPARTMENT
Grantor:	CENTER FOR DISEASE CONTROL AND PREVENTION
Pass-Through Grantor (If applicable):	TENN. DEPT. OF HEALTH
Total Award this Action:	\$133,000.00
Cash Match Amount	\$0.00
Department Contact:	Brad Thompson 340-0407
Status:	CONTINUATION

Program Description:

This grant from the Tennessee Department of Health seeks to improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco using various techniques to prevent the initiation of and promote quitting tobacco use and eliminate exposure to secondhand smoke.

Plan for continuation of services upon grant expiration:

Services will be discontinued

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Grants Tracking Form

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

Rev. 5/13/13 6014

GCP Received 03/31/2025



GCP Approved 03/31/2025

GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)								
Begin Date End Date					Agency	/ Tracking #		Edison ID
	April 1, 2025		March	n 31, 2027		34360-4	6225	
Grantee L	egal Entity Nam	e						Edison Vendor ID
Metro	opolitan Gover	nment of	Nash	ville and Da	ividson	County		000000004
Subrecipi	ent or Recipient		Assis	tance Listing	Number	93.387		
S	ubrecipient							
R	ecipient		Grant	ee's fiscal ye	ar end	June 30		
Service C	aption (one line of	only)						
Toba	cco Use Preve	ntion and	d Con	trol Service	S			
Funding -				1		1		
FY	State	Federal	00.00	Interdepartr	nental	Other	T01	AL Grant Contract Amount
2025		\$16,50						\$16,500.00
2026		\$66,50						\$66,500.00
2027		\$50,00	00.00					\$50,000.00
TOTAL:		\$133,00	00.00					\$133,000.00
	Selection Processon of the selection of	-	y					
Non-	competitive Sele	ection	and	d provide the	services	outlined in th		artment to pay for a position act for Tobacco Use
Prevention and Control Services Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. CPO USE - GG Cric Buchels Cric Buchels					SE - GG			
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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 Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Tobacco Use Prevention and Control Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 000000004

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. <u>Service Definitions</u>.
 - a. Accrual is a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period
 - b. Evidence-Based Interventions are interventions that use science-based methods to improve health and prevent disease
 - c. Nicotine Free Teams (NFT) is a program that raises awareness about the harms caused by nicotine products and prevents youth initiation of nicotine products. NFT allows middle and high school teams and clubs to pledge to be nicotine-free, and by doing so they receive an incentive chosen by the state related to the team or club.
 - d. SMARTIE means Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable. SMARTIE objectives are:
 - Specific and focus on a goal of the program and can be based on partner input. *Measurable* and should include a standard or benchmark to assess progress.
 - Achievable and attainable based on the program's capacity.
 - *Realistic* and relevant based on the program's plan.
 - Timebound and should include a clear deadline.
 - *Inclusive*, bringing in traditionally excluded individuals and groups into processes, activities, decisions, and policy making.
 - *Equitable*, meaning objectives include an element of fairness to address systemic inequities.
 - e. Smokefree Tennessee is Tennessee's official nicotine prevention coalition, bringing together experts in policy, community engagement, and evidence-based practices with the goal of creating a healthier place for all Tennesseans.
 - f. TNSTRONG (Tennessee Stop Tobacco and Revolutionize Our New Generation) is a youth-led, statewide movement committed to raising awareness of the dangers of tobacco and fighting against the tobacco industry's influence on Tennessee youth
 - g. TNSTRONG Youth Summit is an annual three-day conference where attendees will have the opportunity to hear from leading tobacco prevention experts as well as network with like-minded peers from across the state. The goal for is event is for attendees to depart feeling fueled and equipped to reach peers and adults in the continuing effort to protect people from the harmful effects of tobacco use.
 - h. TUPCP means Tobacco Use Prevention and Control Program.

- A.3. <u>Service Goals</u>. To improve the health of the citizens of Davidson County by preventing and controlling the use of tobacco.
- A.4. <u>Service Recipients</u>. Individuals who live in or visit Davidson County.
- A.5. <u>Service Description</u>. The Grantee shall:
 - a. Provide and maintain appropriate staff to serve as the Coordinator/Health Educator for the purpose of planning, administering, and monitoring county, regional and/or local tobacco prevention from April 1, 2025 through March 31, 2027.
 - b. Develop a comprehensive Annual Work Plan of SMARTIE (Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable) objectives for the TUPCP goals and submit no later than July 1, 2025, and July 1, 2026, respectively.
 - c. Implement evidence-based interventions to prevent the initiation of tobacco and emerging nicotine products among youth and young adults. Curriculum and materials used for interventions to be approved by the State.
 - d. Engage youth coalitions and/or other youth-serving organizations to identify youth to participate in TNSTRONG activities, including the TNSTRONG Ambassador Program.
 - e. Recruit at least five (5) youth (at minimum) to attend the annual TNSTRONG Youth Summit.
 - f. Recruit at least five (5) teams annually to take the Nicotine Free Teams pledge.
 - g. Engage coordinated school health staff within the school system, TNSTRONG Ambassadors, and other youth-serving organizations working to create comprehensive tobacco policies in K-12 schools.
 - h. Attend at least three (3) out of four (4) quarterly Smokefree Tennessee Coalition meetings in person or virtually, and three (3) out of four (4) quarterly webinars hosted by Smokefree Tennessee.
 - i. Promote quarterly webinars and communication including press releases, fliers, and other printed materials from Smokefree Tennessee to tobacco control partners via social media and/or email.
 - j. Partner with community organizations/coalitions to plan, provide and/or participate in related tobacco-related initiatives, including marketing campaigns (e.g. local media coverage, social media). Campaigns and initiatives may include, but are not limited to, supporting the Great American Smoke Out, National Take Down Tobacco Day, World No Tobacco Day, Tennessee Tobacco Quit Week, TNSTRONG youth events and No Vape November, and Tips from Former Smokers.
 - k. At a minimum, one (1) staff member will attend and actively participate in one (1) monthly Behavioral Health Workgroup. Staff can choose from the following workgroups: Education, Policy, and/or Health Systems Change.
 - I. Using the targeted institution policy 1-pagers developed by the State, identify at minimum one (1) behavioral healthcare facility (annually) to implement screening, treatment, and tobacco-free campus policies.
 - m. Establish, maintain or support county, regional, and local health councils' interventions aimed at achieving the goals of the TUPCP.

- n. Provide information on the current county tobacco cessation services available to Tennesseans, and policies on restricting the use of tobacco products through voluntary smoke-free spaces quarterly, and as requested, to the TUPCP survey site.
- Participate in monthly meetings, training, teleconferences and/or conferences as requested by the Department of Health. The Grantee's TUPCP Coordinators/Health Educators must attend the above-referenced meetings, trainings, teleconferences and/or conferences for the purposes of sharing and receiving information and direction/guidance from the State.
- p. Participate in and attend mandatory site visits (in-person or virtual) at Local Health Department organized by the TUPCP. The TUPCP Coordinators and Health Educators must attend these meetings for the purpose of program updates, networking, sharing of information, and receiving presentations by speakers on "Best Practices" or the latest tobacco control techniques.
- q. Document, evaluate and monitor the effectiveness of the county tobacco program in achieving the TUPCP goals, including outcomes such as policy changes, changes in social norms, and individual and community participation in local and statewide efforts on monthly and quarterly reports.
- r. Comply with all applicable requirements associated with this grant, including but not limited to the CDC General Terms and Conditions for Non-research Awards of Notice and Funding Opportunity entitled National and State Tobacco Control Program.
- A.6. <u>Service Reporting</u>. Quarterly reports are due in a format provided by the State with the following schedule.
 - a. Monthly reports are due in a format provided by the State by the first Monday of the following month.
 - b. Quarterly reports are due in a format provided by the State with the following schedule.
 - c. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

Period Covered	Reports Due
April 1 ,2025 - June 30, 2025	July 15, 2025
July 1, 2025 - September 30, 2025	October 15, 2025
October 1, 2025 - December 31, 2025	January 15, 2026
January 1, 2026 - March 31, 2026	April 15, 2026
April 1, 2026 - June 30, 2026	July 15, 2026
July 1, 2026 - September 30, 2026	October 15, 2026
October 1, 2026 - December 31, 2026	January 15, 2027
January 1, 2027 - March 31, 2027	March 31, 2027

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is 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 log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on April 1, 2025 ("Effective Date") and ending on March 31, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thirty-Three Thousand Dollars (\$133,000.00) ("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. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. <u>Payment Methodology</u>. 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. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Megan Sills Tennessee Department of Health Division of Family Health and Wellness Andrew Johnson Tower, 7th Floor 710 James Robertson Parkway Nashville, TN 37243 <u>Megan.Sills@tn.gov</u> Telephone # (615) 354-3596

- 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, Family Health and Wellness.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. 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. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. <u>Non-allowable Costs</u>. 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. <u>State's Right to Set Off.</u> The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. <u>Communications and Contacts</u>. 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:

Megan Sills Tennessee Department of Health Division of Family Health and Wellness Andrew Johnson Tower, 7th Floor 710 James Robertson Parkway Nashville, TN 37243 <u>Megan.Sills@tn.gov</u> Telephone # 615-354-3596

The Grantee:

Samni Areola, Director of Health Metropolitan Government of Nashville and Davidson County 2500 Charlotte Avenue Nashville, TN 37209-4129 <u>Samni.Areola@nashville.gov</u> Telephone # 615-340-5622

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

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

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. <u>Nondiscrimination</u>. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. As applicable, 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. <u>Public Accountability</u>. 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. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. <u>Annual and Final Reports</u>. 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. <u>Audit Report.</u> The Grantee shall be audited in accordance with applicable Tennessee law.

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

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

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

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. <u>Independent Contractor</u>. 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. <u>Force Majeure</u>. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant

Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <u>http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl</u>
- D.29. <u>Governing Law</u>. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - 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. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information," Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a

printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.3. <u>Work Papers Subject to Review</u>. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. <u>Environmental Tobacco Smoke</u>. 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.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
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the 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. <u>Healthy Eating Requirements</u>. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.7. <u>Assistance Listing Number</u>. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.387 National and State Tobacco Control Program.
- E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
 - a. The Grantee shall protect State Data as follows:
 - (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:	
Sanni Arcola	3/31/2025
Director, Metro Public Health Department	Date
Signed by:	
tiné Hamilton Franklin	3/31/2025
Chair, Board of Health	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
No 10 10 00 10 Rood (make)	4/30/2025 5:01 PM CDT
Junneen Kul/mjw	Date
APPROVED AS TO RISK AND INSURANCE:	
Balogun Cobb	5/1/2025 6:35 AM CDT
Management Services	Date
APPROVED AS TO FORM AND LEGALITY:	
Courtney Molian	4/30/2025 5:08 PM CDT
	Date
FILED:	
Metropolitan Clerk	Date

DEPARTMENT OF HEALTH

Ralph Alvarado, MD, FACP COMMISSIONER

Date

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name	Metropolitan Government of Nashville and
associated with its Unique Entity Identifier	Davidson County
(SAM)	
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	NU58DP006813
Federal award date	04/18/2024
Subaward Period of Performance Start and	06/29/2020-4/28/2025
End Date	<u> </u>
Subaward Budget Period Start and End Date	04/29/2024-04/28/2025
Assistance Listing number (formerly known	93.387 National and State Tobacco Control
as the CFDA number) and Assistance Listing	Program
program title.	
Grant contract's begin date	04/01/2025
Grant contract's end date	03/31/2027
Amount of federal funds obligated by this	\$133,000.00
grant contract	
Total amount of federal funds obligated to the	
subrecipient	
Total amount of the federal award to the	\$1,644,198.00
pass-through entity (Grantor State Agency)	
Federal award project description (as	Tennessee State-Based Tobacco Prevention
required to be responsive to the Federal	and Control Program
Funding Accountability and Transparency Act	
(FFATA)	
Name of federal awarding agency	CDC Office of Financial Resources
Name and contact information for the federal	Darryl Mitchell
awarding official	dvm1@cdc.gov
	770-488-2747
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-	Ms. Liz Johnson
through entity awarding official	Statewide Tobacco Prevention Director
	liz.johnson@tn.gov
	615-253-2991
Is the federal award for research and	No
development?	
Indirect cost rate for the federal award (See 2	14.6%
C.F.R. §200.331 for information on type of	
indirect cost rate p/c)	

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET										
Metropolitan Government of Nashville & Davidson County										
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2027. Roll-Up										
EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)										
Salaries ²	\$88,100.00	\$0.00	\$88,100.00							
Benefits & Taxes	\$31,300.00	\$0.00	\$31,300.00							
Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00							
Supplies	\$0.00	\$0.00	\$0.00							
Telephone	\$0.00	\$0.00	\$0.00							
Postage & Shipping	\$0.00	\$0.00	\$0.00							
Occupancy	\$0.00	\$0.00	\$0.00							
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00							
Printing & Publications	\$0.00	\$0.00	\$0.00							
Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00							
Interest ²	\$0.00	\$0.00	\$0.00							
Insurance	\$0.00	\$0.00	\$0.00							
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00							
Depreciation ²	\$0.00	\$0.00	\$0.00							
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00							
Capital Purchase ²	\$0.00	\$0.00	\$0.00							
Indirect Cost	\$13,600.00	\$0.00	\$13,600.00							
In-Kind Expense	\$0.00	\$0.00	\$0.00							
GRAND TOTAL	\$133,000.00	\$0.00	\$133,000.00							

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

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

ATTACHMENT 2

(BUDGET PAGE 2)

GRAN	T BUDGET									
 olitan Government of Nashville & Davidson										
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2025, and ending March 31, 2026. YEAR 1										
EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable) GRANT CONTRACT PARTICIPATION TOTAL PROJECT										
Salaries ²	\$43,400.00	\$0.00	\$43,400.00							
Benefits & Taxes	\$15,500.00	\$0.00	\$15,500.00							
Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00							
Supplies	\$0.00	\$0.00	\$0.00							
Telephone	\$0.00	\$0.00	\$0.00							
Postage & Shipping	\$0.00	\$0.00	\$0.00							
Occupancy	\$0.00	\$0.00	\$0.00							
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00							
Printing & Publications	\$0.00	\$0.00	\$0.00							
Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00							
Interest ²	\$0.00	\$0.00	\$0.00							
Insurance	\$0.00	\$0.00	\$0.00							
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00							
Depreciation ²	\$0.00	\$0.00	\$0.00							
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00							
Capital Purchase ²	\$0.00	\$0.00	\$0.00							
Indirect Cost (13% of Salaries & Benefits)	\$7,600.00	\$0.00	\$7,600.00							
In-Kind Expense	\$0.00	\$0.00	\$0.00							
 GRAND TOTAL	\$66,500.00	\$0.00	\$66,500.00							

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

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

ATTACHMENT 2 (continued)

(BUDGET PAGE 3)

GRANT BUDGET LINE-ITEM DETAIL:

Year 1										
SALARIES	Mon	thly Salary	;	# of Months		% of Effort			gevity (if licable)	AMOUNT
Danielle Duke, Public Health Administrator	\$	6,385.40	х	12	х	50%	+	\$	-	\$38,312.40
Lillian Maddox, Program Manager	\$	8,489.85	х	12	х	5%	+	\$	-	\$5,093.91
TOTAL ROUNDED						\$43,400.00				

ATTACHMENT 2

(BUDGET PAGE 4)

GRA	NT BUDGET										
Metropolitan Government of Nashville & Davidson											
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning April 1, 2026, and ending March 31, 2027. YEAR 2											
EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	QIANTEE										
Salaries ²	\$44,700.00	\$0.00	\$44,700.00								
Benefits & Taxes	\$15,800.00	\$0.00	\$15,800.00								
Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00								
Supplies	\$0.00	\$0.00	\$0.00								
Telephone	\$0.00	\$0.00	\$0.00								
Postage & Shipping	\$0.00	\$0.00	\$0.00								
Occupancy	\$0.00	\$0.00	\$0.00								
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00								
Printing & Publications	\$0.00	\$0.00	\$0.00								
Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00								
Interest ²	\$0.00	\$0.00	\$0.00								
Insurance	\$0.00	\$0.00	\$0.00								
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00								
Depreciation ²	\$0.00	\$0.00	\$0.00								
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00								
Capital Purchase ²	\$0.00	\$0.00	\$0.00								
Indirect Cost (10% of Salaries & Benefits)	\$6,000.00	\$0.00	\$6,000.00								
In-Kind Expense	\$0.00	\$0.00	\$0.00								
GRAND TOTAL	\$66,500.00	\$0.00	\$66,500.00								

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

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

ATTACHMENT 2 (continued)

(BUDGET PAGE 5)

GRANT BUDGET LINE-ITEM DETAIL:

Year 2									
SALARIES		Monthly Salary	# of Months		% of Effort			jevity (if licable)	AMOUNT
Danielle Duke, Public Health Administrator	\$	6,576.96 x	12	Х	50%	+	\$	-	\$39,461.77
Lillian Maddox, Program Manager	\$	8,744.55 x	12	Х	5%	+	\$	-	\$5,246.73
TOTAL ROUNDED							\$44,700.00		

TN Department of Health Invoice Reimburs		Contract Supplier Program	Name
Section 1: Contract Ir	nformation (to be complet	ed by TDH Accounts)	
PO # (Req.)	PO Line # (Req.)	Receipt#(Req.)	Agency Invoice #
Edison Contract#	Edison Vendor#	Edison Address Line #	AP Attachment (check if yes)
Section 2: Invoice Info	rmation (to be completed	by Contractor/Grantee)	
Contract Invoice#	Invoice Date	Service Start Date	Service End Date
Contract Start Date	Contract End Date		
Contact Person Name	Phone#		
Remit Payment to:			
Business Name			
Street Address	City	State	ZIP

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00

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

Invoice Received Date Invoice Received by (Name)

Service Type (Select O	one): Medical Services	Non-Medical Ser	vices		
Speedchart	Department ID	User Code	Project ID	Amount (\$)	
			Total /	Amount: \$ 0.00	

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

Program Signature 1	Program Signature 2	Program Signature 3
Section 4: Authorized Signature	2S	
Contractor/Grantee Authorization	TDH Program Authorization	TDH Accounts Authorization
Name:	Name:	Name:
Date:	Date:	Date:
Signature:	Signature:	Signature:

Section 5: Additional Comments

Attach 3

Attach 3

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

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

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:

•Schedule A,

Schedule B, and

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

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

Schedule Headings

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

Column Headings

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

•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.

•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.

•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.

•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.

•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

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

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

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

Do not send a worksheet that is linked to another file

E-mail completed files to:

policy2013 007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous Tennessee Department of Health Fiscal Services 6th Floor Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov Rushdi Eskarous: rushdi.eskarous@tn.gov Telephone: 615-741-2974

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

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

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

References:

<u>2 CFR Part 200.430</u> Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

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

References: <u>2 CFR Part 200.431</u> Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

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

Line 4 Professional Fees

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

References:

2 CFR Part 200.459

Form 990 Part IX line 11

Line 5

<u>Supplies</u>

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

References:

2 CFR Part 200.453 Form 990 Part IX line 13

<u>Line 6</u>

Telecommunication

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

References:

2 CFR Part 200.471 Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:

2 CFR Part 200.474 Form 990 Part IX line 13

Line 8

Line 9

<u>Occupancy</u>

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

References: <u>2 CFR Part 200.465</u> Form 990 Part IX line 16

Equipment Rental and Maintenance

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

References: <u>2 CFR Part 200.452</u> Form 990 Part IX line 13

Line 10 Printing and Publications

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

References: <u>2 CFR Part 200.461</u> Form 990 Part IX line 13

Line 11

Travel

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

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

F&A Policy 08 Comprehensive State Travel Regulations.

References: <u>2 CFR Part 200.475</u> Form 990 Part IX line 17

Line 12 Conference and Meetings

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

References: <u>2 CFR Part 200.432</u> Form 990 Part IX line 19

Line 13

<u>Interest</u>

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

References: <u>2 CFR Part 200.449</u> Form 990 Part IX line 20

Line 14

Insurance

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

References: <u>2 CFR Part 200.447</u> Form 990 Part IX line 23

Line 15 Grants and Awards

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

References:

2 CFR Part 200.1 Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

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

References:

2 CFR Part 200.456 Form 990 Part IX line 2

Line 17 Depreciation

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

References: <u>2 CFR Part 200.436</u> Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References: <u>2 CFR Part 200.421</u> Form 990 Part IX line 12

b) Information Technology:

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

References: <u>2 CFR Part 200.1</u> Form 990 Part IX line 14

c) Bad Debts:

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

References: <u>2 CFR Part 200.426</u> Form 990 Part IX line 24

d) <u>Contingency Provisions:</u>

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

References: <u>2 CFR Part 200.433</u> Form 990 Part IX line 24

e) Fines and Penalties:

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

References: <u>2 CFR Part 200.441</u> Form 990 Part IX line 24

f) Independent Research and Development:

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

References: <u>2 CFR Part 200.1</u> Form 990 Part IX line 24

g) Organization Costs:

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

References: <u>2 CFR Part 200.455</u> Form 990 Part IX line 24

h) Rearrangement and Alteration:

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

References: <u>2 CFR Part 200.462</u> Form 990 Part IX line 24

i) <u>Recruiting:</u>

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

References: <u>2 CFR Part 200.463</u> Form 990 Part IX line 24

j) <u>Taxes:</u>

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

References: <u>2 CFR Part 200.470</u> Form 990 Part IX line 24

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

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

References: <u>2 CFR Part 200.454</u> Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

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

References: <u>2 CFR Part 200.439</u> <u>5 CFR Part 200.439</u>

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

Line 21 Total Direct Program Expenses

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

Reference:

<u>2 CFR Part 200.405</u> <u>2 CFR Part 200.413</u>

Form 990 Part IX, column B

Line 22 Administrative Expenses

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

References:

2 CFR Part 200.414 Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

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

Line 24 In-Kind Expenses

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

References: <u>2 CFR Part 200.434</u> Form 990 Part XI line 6

Line 25 Total Program Expenses

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

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

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

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

Purpose/Scope

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

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

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

Instruction for Sources of Revenue

<u>Reimbursable Program Funds</u>

Line 31 Reimbursable Federal Program Funds

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

Reference: Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

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

Reference: Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

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

<u>Matching Revenue Funds</u>

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

Line 34 Other Federal Funds

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

Reference: Form 990 Part VIII 1e

Line 35 Other State Funds

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

Reference: Form 990 Part VIII 1e

Line 36 Other Government Funds

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

Reference: Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

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

References: Form 990 Part VIII 1f

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

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

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

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

Program Income Line 39

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

Reference: Form 990 Part VIII line 2a to 2f

Other Matching Revenue Line 40

Enter the matching portion of other revenues that are not included in lines 34 through 39. References: Form 990 Part VIII 3 through 11e

Total Matching Revenue Funds Line 41

Add lines 34 through 40.

Line <u>42</u> Other Program Funds

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

References: Form 990 Part VIII 1a through 11e

Total Revenue Line 43 Add lines 33, 41, and 42. References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Total Program Expenses Line 51

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

Other Unallowable Expenses Line 52

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

Line 53 Excess Administration

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

Line 54 Matching Expenses

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

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

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

Line 56 Total Reimbursement To Date

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

Line 57 Difference (Line 55 minus Line 56)

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

<u>Line 58</u>

<u>Advances</u>

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

Total Administrative Expenses Column

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

Grand Total Column

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

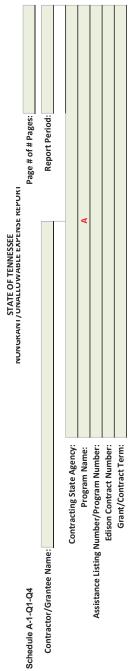
STATE OF TENNESSEE PRUUKAINI EAPENDE KEPUKI

Schedule A	ule A			Page # of # Pages:	
Ö	Contractor/Grantee Name:			Report Period:	
	Contracting State Agency:				
	Program Name:	Α		8	
	Assistance Listing Number/Program Number: Edison Contract Number: Grant/Contract Term:				
Line Item #	<pre># Expense By Object</pre>	Quarter To Date	Year To Date	Quarter To Date	Year To Date
-	Salaries and Wages		00.0		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
e	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
Ω.	Supplies		0.00		00.0
0~			0.00		0.00
8	Occupancy		0.00		0.00
6	Equipment Rental and Maintenance		0.00		00.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		00.0
13	Interest		0.00		00.0
14	Insurance		0.00		00.0
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		00.0
17	Depreciation		0.00		00.00
18	Other Non-personnel Expenses: (list details in a-d)				
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	d		0.00		0.00
19	Total Non-personnel Expenses	00.0	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Program Expenses	00.0	0.00	0.00	00.0
22	Administrative Expenses		0.00		0.00
23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		00.0
25	Total Program Expenses	0.00	0.00	0.00	0.00

	Page # of # Pages:	Report Period:					
STATE OF TENNESSEE PRUUMAIN EXPENSE REPURI				A			
	Schedule A-Q1-Q4	Contractor/Grantee Name:	Contracting State Agency:	Program Name:	Assistance Listing Number/Program Number:	Edison Contract Number:	Grant/Contract Term:

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Total Direct Program Expenses 0.00	20	Reimbursable Capital Purchases					0.00		0.00
Administrative Expenses 0.00 0.	21	Total Direct Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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In-Kind Expenses 0.00 0.00 0.00 0.00 0.00 0.00 Total Program Expenses 0.00	23	Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Program Expenses 0.00 0.00 0.00 0.00 0.00	24	In-Kind Expenses					0.00		0.00
	25	Total Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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	Quarter To Date	Year To Date	Quarter To Date	Year To Date
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	0.00	00.0	0.00	0.00
		0.00		0.00
	0.00	0.00	0.00	0.00
		0.00		0.00
Total Direct Nongrant and Administrative Expenses	0.00	0.00	0.00	0.00
		0.00		0.00
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Line							L.	
Ŧ	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	(From Contract Agreement)	Over/(Under) Budget Amount
_	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
С	Total Personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
						0.0		0.00
8	Occupancy					0.00		0.00
6	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
1	Travel					0.00		0.00
12 (Conferences and Meetings					0.00		0.00
13 1	Interest					0.00		0.00
14	Insurance					0.00		0.00
15 (Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18 (Other Non-personnel Expenses: (list details in a-d)							0.00
σ						0.00		0.00
q						0.00		0.00
U						0.00		0.00
q						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Reimbursable Capital Purchases					0.00		0.00
21	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Expenses					0.00		0.00
23	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ES Page # of # Pages:	Report Period:		ω		Quarter To Date Year To Date		0.00			0.00 0.00		0.00 0.00		0.00 0.00		0.00 0.00	00.0		0.00 0.00	0.00 0.00 0.00
STATE OF TENNESSEE דירטיטיראויזי ורבי־טרו איט RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES			А		Quarter To Date Year To Date		0.00			0.00		0.00		0.00		00.00			0.00	0.00
רא RECONCILIATION BETWE Schedule B	Contractor/Grantee Name:	Contracting State Agency:	Program Name: Program Name: Assistance Listing Number/Program Number:	Edison Contract Number: Grant/Contract Term:	Line Item # Sources Of Revenue	reimbursable Frogram Funds: 31 Reimbursable Federal Program Funds (Line 23)	32 Reimbursable State Program Funds (Line 23) 33 Total Reimbursable Program Funds (equals line 55)	Matching Kevenue Funds: 34 Other Eederel Funds	36 Other Government Funds 37 Cash Contributions (non-convernment)		39 Program Income 40 Other Matching Revenue		42 Other Program Funds	43 Total Revenue (lines 33, 41, & 42)	Reconciliation Between Total and Reimbursable Expenses	51 Total Program Expenses (line 25) 52 Subtract Other Unallowable Expenses (contractual)	55 Reimbursable Expenses (line 51 minus lines 52,53,54)	56 Total Reimbursement To Date	57 Difference (line 55 minus line 56)	59 This reimbursement (line 57 minus line 58)

	8		Year To Date			0.0	0.00		0.00	0.00	0.00	0.0	0.0
Page # of # Pages: Report Period:			Quarter To Date	0.00		0.00	00.0		0.00	0.00	0.00	0.00	0.00
ieruki ами URSABLE EXPENSES	A		Year To Date	0.00		0.00	0.00		0.00	0:00	0.00	0.00	0.00
STATE OF TENNESSEE NUUNGKAINI/UINALLUWABLE KEVENUE REFUKI ANU RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES			Quarter To Date	0.00		0.00	00.0		0.00	0.00	0.00	0.00	0.00
и UNUNKAIN I RECONCILIATION B Contractor/Grantee Name:	Contracting State Agency: Program Name: Assistance Listing Number/Program Number:	Edison Contract Number: Grant/Contract Term:	ິສັ	 Reimbursable Federal Program Funds (Line 23) Reimbursable State Program Funds (Line 23) Total Reimbursable Nongrant Funds (equals line 55) 	ž		 Brogram Income Other Matching Revenue 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 Nongrant 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 minus lines 52,53,54) 	56 Total Reimbursement To Date 57 Difference (line 55 minus line 56)	58 Advances 59 This reimbursement (line 57 minus line 58)

Schedule C

Contractor/Grantee Name:

Page # of # Pages: Report Period:

Line	Total Direct Program Expenses	Total Nongrant/Unallowable Expenses	Total Administrative Expenses	Grand Total
Item # Expense By Object	Year To Date	Year To Date	Year To Date	Year To Date
1 Salaries and Wages	0.00			0.00
2 Employee Benefits & Payroll Taxes	0.00			0.00
3 Total Personnel Expenses	0.00	0.00	0.00	0.00
4 Professional Fees	0.00			0.00
5 Supplies	0.00			0.00
6 Telecommunication	0.00			0.00
7 Postage and Shipping	0.00			0.00
8 Occupancy	0.00			0.00
а счиритети топтала али тиалистатос 10 Printing and Publications	0.00			0.00
1 Travel	0.00			0.00
12 Conferences and Meetings	0.00			0.00
13 Interest	0.00			0.00
14 Insurance	0.00			0.00
15 Grants and Awards	0.00			0.00
16 Specific Assistance to Individuals	0.00			0.00
17 Depreciation	0.00			0.00
18 Other Non-personnel Expenses: (list details in a-d)				
σ	0.00			0.00
A	0.00			0.00
0	0.00			0.00
q	0.00			0.00
19 Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20 Reimbursable Capital Purchases	0.00			0.00
21 Total Direct Program Expenses	0.00	0.00	0.00	0.00
22 Administrative Expenses	0.00			0.00
23 Total Direct and Administrative Expenses	0.00	0.00	0.00	0.00
24 In-Kind Expenses	0.00			0.00
25 Total Expenses	0.00	0.00	0.00	0.00

ATTACHMENT 5

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, any activities that were not completed)

Submit one copy to:

Megan Sills, Program Director, TN Department of Health;

Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and

faaudit@tn.gov, TN Department of Finance and Administration



METROPOLITAN GOVERNMENT OF

FREDDIE O'CONNELL MAYOR

WALLACE W. DIETZ. DIRECTOR OF LAW DEPARTMENT OF LAW METROPOLITAN COURTHOUSE, SUITE 108 P.O. BOX 196300 NASHVILLE, TENNESSEE 37219-6300 (615) 862-6341 • (615) 862-6352 FAX

April 29, 2025

Megan Sills Tennessee Department of Health 7th Floor, Andrew Johnson Tower 710 James Robertson Parkway Nashville, TN 37243

Ms. Sills,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default." The clause further requires the grantee to "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."

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation.

If you require any further information, please let us know.

Sincerely,

Wallace W. Dietz, Director of Law Metropolitan Government of Nashville and Davidson County Docusign Envelope ID: E8FCDA1E-A0B6-4AFF-85BC-6528E6A2830A



Freddie O'Connell, Mayor

Sanmi Areola, Ph.D. Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair Marie R. Griffin MD MPH, Vice-Chair Calvin M. Smith III MD Lloyda B. Williamson MD DFAPA FAACP Rebecca Anne Whitehead (Munn) MBA Carol C. Ziegler APRN DNP NP-C APHN-BC Morgan McDonald MD FACP FAAP

April 30, 2025

Megan Sills Tennessee Department of Health Division of Family Health and Wellness Andrew Johnson Tower, 7th Floor 710 James Robertson Parkway Nashville, TN 37243

Dear Ms. Sills,

The Tennessee Department of Health has awarded the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Health ("Metro Health"), a grant in the amount of \$133,000 for the provision of Tobacco Use Prevention and Control Services.

I assure you that Metro Health is committed to compliance with Federal and state law, including the Equal Protection Clause, Title VI and the holding of the Supreme Court in *SFFA v. Harvard*.

Indeed, Metro Health continually assesses our programs to ensure compliance with Federal and state law, including the Equal Protection Clause, Title VI and the holding of the Supreme Court in *SFFA v. Harvard*. Included in this assessment is monitoring decisions made about DEI, including in *National Education Association et al. v. U.S. Department of Education, et al.*, 1:25-cv-00091, District Court, D. New Hampshire, in which the Court issued a preliminary injunction blocking the U.S. Department of Education's attempt to restrict discussion of DEI in schools and its threat to withhold federal funding.

I further certify that Metro Health does not operate any DEI programs that violate federal antidiscrimination law. It is unclear what further certification is being requested.

I remain at your disposal if you have any questions or would like to discuss this matter further.

Timmelyo

Dr. Samni Areola Director of Health Metropolitan Government of Nashville and Davidson County