

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/21/25

☒ Resolution ☐ Ordinance

Contact/Prepared By: David Griffin

Date Prepared: 09/24/25

Title (Caption): Tennessee Dept. of Health Project Diabetes Grant 26 - 28

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

Proposing Department: Farmers' Market Requested By: _____

Affected Department(s): Farmers' Market Affected Council District(s): 19

Legislative Category (check one):

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

FINANCE Amount +/-: \$ <u>\$ 157,900.00</u> Funding Source: <u>Capital Improvement Budget</u> <u>Capital Outlay Notes</u> <u>Departmental/Agency Budget</u> <u>Funds to Metro</u> <u>General Obligation Bonds</u> <u>Grant</u> <u>Increased Revenue Sources</u>	Match: \$ <u>\$ 0.00</u> <u>Judgments and Losses</u> <u>Local Government Investment Project</u> <u>Revenue Bonds</u> <u>Self-Insured Liability</u> <u>Solid Waste Reserve</u> <u>Unappropriated Fund Balance</u> <u>4% Fund</u> <u>Other:</u> _____
Approved by OMB: <u>Aaron Pratt</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: <u>Juanita Paulsen</u>	
V-<u>JB</u> Date to Finance Director's Office: <u>04/23/25</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: _____	

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: <u>04/23/25</u>	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____
☒ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File	

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: Project Diabetes 26-28

Department: FARMER'S MARKET

Grantor: TENNESSEE DEPARTMENT OF HEALTH

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$157,900.00

Cash Match Amount \$0.00

Department Contact: Heather Hoch
922-8881

Status: CONTINUATION

Program Description:

The Fresh Bucks Program began at the Nashville Farmers' Market in 2019 in order to provide nutrition support for our community by doubling every SNAP dollar spent with one of the market's farmers. The Fresh Bucks program allows our customers who are enrolled in SNAP to increase their purchasing power at the market, improving access to fresh, healthy food for individuals and promoting public health in our community. By doubling customer purchases, the program adds additional revenue to our small, local farmers who are dedicated to keeping Nashville fed. Since 2019, the department has distributed over \$85,000 in nutrition incentives of which \$28,000 of which were distributed in 2024 alone.

Plan for continuation of services upon grant expiration:

The department would seek to re-apply for the same grant in 2028 for another three years if the same grant is available. If unavailable, the department would seek alternative funding methods for a continuation of the program.

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department	Dept. No.	Contact	Phone	Fax
FARMERS MKT.	060	David Griffin	615-486-1106	
Grant Name:	Project Diabetes 26-28			
Grantor:	TENNESSEE DEPARTMENT OF HEALTH		Other:	
Grant Period From:	08/01/25	(applications only) Anticipated Application Date:		
Grant Period To:	06/30/28	(applications only) Application Deadline:		
Funding Type:	STATE	Multi-Department Grant	If yes, list below.	
Pass-Thru:		Outside Consultant Project:		
Award Type:	COMPETITIVE	Total Award:	\$157,900.00	
Status:	NEW	Metro Cash Match:	\$0.00	
Metro Category:	New Initiative	Metro In-Kind Match:	\$0.00	
CFDA #	N/A	Is Council approval required?		
Project Description:	Applic. Submitted Electronically?			
The Fresh Bucks Program began at the Nashville Farmers' Market in 2019 in order to provide nutrition support for our community be doubling every SNAP dollar spent with one of the market's farmers. The Fresh Bucks program allows our customers who are enrolled in SNAP to increase their purchasing power at the market, improving access to fresh, healthy food for individuals and promoting public health in our community. By doubling customer purchasess, the program adds additional reveune to our small, local farmers who are dedicated to keeping Nashville fed. Since 2019, the department has distributed over \$85,000 in nutrition incentives of which \$28,000 of which were distributed in 2024 alone.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
How is Match Determined?				
Fixed Amount of \$		or	% of Grant	Other:
Explanation for "Other" means of determining match:				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?		Fund	Business Unit	
Is not budgeted?		Proposed Source of Match:		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				
Other:				
Number of FTEs the grant will fund:	0.48	Actual number of positions added:	1.00	
Departmental Indirect Cost Rate	15.00%	Indirect Cost of Grant to Metro:	\$23,685.00	
*Indirect Costs allowed?	Yes No	% Allow.	0.00%	Ind. Cost Requested from Grantor:
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
Draw down allowable?				
Metro or Community-based Partners:				

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26		\$46,300.00					\$46,300.00	\$6,945.00	\$0.00
Yr 2	FY27		\$52,300.00					\$52,300.00	\$7,845.00	\$0.00
Yr 3	FY28		\$59,300.00					\$59,300.00	\$8,895.00	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$157,900.00	\$0.00	\$0.00		\$0.00	\$157,900.00	\$23,685.00	
Date Awarded:				09/09/25	Tot. Awarded:	\$157,900.00	Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

JP

GCP Received 09/24/25

GCP Approved 09/24/25

Resolution No. _____

A resolution accepting a Project Diabetes grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Nashville Farmers' Market, to utilize the Fresh Bucks Program to provide nutrition support for the community by doubling every Supplemental Nutrition Assistance Program (SNAP) dollar spent with one of the market's farmers for healthy food options.

WHEREAS, the Tennessee Department of Health has awarded a grant in an amount not to exceed \$157,900.00 with no cash match required to the Metropolitan Government, acting by and through the Nashville Farmers' Market, to utilize the Fresh Bucks Program to provide nutrition support for the community by doubling every Supplemental Nutrition Assistance Program (SNAP) dollar spent with one of the market's farmers for healthy food options; and,

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

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

Section 1. That the Project Diabetes Grant by and between the Tennessee Department of Health, in an amount not to exceed \$157,900.00, to the Metropolitan Government, acting by and through the Nashville Farmers' Market, to utilize the Fresh Bucks Program to provide nutrition support for the community by doubling every Supplemental Nutrition Assistance Program (SNAP) dollar spent with one of the market's farmers for healthy food options, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Nashville Farmers' Market based on the revenues estimated to be received and any match to be applied.

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

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mfw
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Hannah Britlin
Assistant Metropolitan Attorney

Member(s) of Council



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

Dr. John R. Dunn
INTERIM COMMISSIONER

Notice of Award

July 16, 2025

Dear Applicant:

Thank you for your application in response to Request for Application (RFA) #34347-54226 Project Diabetes Category A. The state has completed the evaluation of all applications, and the subject procurement records are open for public inspection. Final grants will be contingent upon the State's final approved budget, needed revisions to work plans, and measurement tools that will be incorporated for uniformly evaluating project outcomes throughout the State.

Please see the attached list of applications that have been determined as the best evaluated for grant awards.

We appreciate the interest and effort that you have provided in responding to the Project Diabetes initiative, and sincerely regret that funds were not available for still more worthwhile projects. We will continue to explore other possibilities for funding and will look forward to your continued efforts to support public health in Tennessee.

Sincerely,

Dr. John R. Dunn
Digitally signed by Dr.
John R. Dunn
Date: 2025.07.16
12:40:17 -05'00'

Dr. John R. Dunn
Interim Commissioner

RFA #34347-54226 Project Diabetes Category A Awards

Appalachian Resource Conservation & Development Council
CENTER FOR TRANSFORMING COMMUNITIES INC

Chattanooga Food Center

City of Chattanooga

City of Ducktown

City of Jefferson City, Tennessee

City of Lewisburg

City of Red Bank

Downtown Memphis Commission

Grow Oak Ridge

Inspiritus Middle Tennessee Empowerment Services

Knowledge Quest

Little Chefs, Big Change

Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market

Mountain Goat Trail Alliance

Nashville Food Project

Nourish Knoxville Inc

Overton Park Shell

Southern Off-Road Bicycle Association (SORBA) Tri-Cities

THE STORE

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date August 1, 2025		End Date June 30, 2028		Agency Tracking # 34347-88826	
Edison ID 320670					
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market DG# 86612					Edison Vendor ID 4
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Project Diabetes Initiative					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$46,300.00				\$46,300.00
2027	\$52,300.00				\$52,300.00
2028	\$59,300.00				\$59,300.00
TOTAL:	\$157,900.00				\$157,900.00
Grantee Selection Process Summary ☒ Competitive Selection Request For Application (RFA) 34347-54226 was completed. ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			CPO USE - GG Z-26-320670-00		
Speed Chart (optional) HL00015434		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market, hereinafter referred to as the "Grantee," is for the provision of Project Diabetes Initiative, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

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

A.2. Service Definitions.

- a. Accrual means 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. Grand Divisions means the three (3) Grand Divisions of Tennessee which are the Eastern, Middle, and Western, as defined by Tennessee Code Annotated § 4-1-201 through § 4-1-203.
- c. Healthy Foods means food items recommended for increased use by the *Dietary Guidelines for Americans, 2020-2025*, published by the U.S. Departments of Agriculture and Health and Human Services and detailed at:
<https://www.dietaryguidelines.gov/>

A.3. Service Goal. To reduce the incidence of chronic disease in Tennessee.

A.4. Service Recipients. Those who are at risk of developing chronic disease in Tennessee.

A.5. Service Description. The Grantee shall provide services, with measurable outcomes, as specified in its approved Project Diabetes Initiative application as set forth in **Attachment 1** and incorporated herein by reference. The Grantee shall:

- a. Incorporate, at a minimum, one (1) of two (2) Project Diabetes goals and a select number of strategies recommended by the County Health Rankings & Roadmaps website. The County Health Rankings & Roadmaps program provides data, evidence, guidance, and examples to enhance understanding of the various factors that affect health, and to assist community leaders in their efforts to improve health outcomes and promote health equity.

Those goals are:

- (1) Increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.
- (2) Increase access to physical activity by providing convenient and safe spaces for exercise and recreation.
- b. Clearly define the methodology of the program and the evidence to support the method of intervention(s);

- c. Provide a detailed work plan of the proposed activities, including responsible parties and dates for each funded year;
- d. Evaluate the implemented objective(s) and strategy(ies) using metrics defined and detailed in its approved Project Diabetes Initiative proposal;
- e. During Year 2 of the funding cycle, participate in a one (1) day meeting to be held virtually;
- f. During the Year 2 virtual meeting, the Grantee will provide a PowerPoint presentation not to exceed 15 minutes. The presentation shall be an overview of the goals, strategies, and outcomes of the funded project;
- g. Participate in an onsite meeting with the project officer during the first quarter of year one. This meeting will take place at the project location or the office of the Grantee. Other technical assistance meetings may be virtual or in-person; and
- h. Prior to the acquisition of any electronic equipment, a written justification must be provided to the State project officer for their approval.

A.6. Service Reporting. The Grantee shall:

- a. Submit quarterly progress reports, in a format provided by the State, no later than thirty (30) days following the end of each calendar quarter and will provide data from a menu of outcome metrics as provided by the State.
- b. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The Grantor State Agency will make the final determination in terms of acceptance of the work being performed under this Grant Contract.

A.8. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPad tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's approved proposal (**Attachment 1**) incorporated to elaborate supplementary scope of services specifications.

A.10. 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.11. 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 August 1, 2025 ("Effective Date") and ending on June 30, 2028, ("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the Grantor State Agency 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. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Contract exceed One Hundred Fifty-Seven Thousand Nine Hundred Dollars (\$157,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2**, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Grantor State Agency no more often than monthly, with all necessary supporting documentation, and present such to:

Joan Cook, Director, Project Diabetes
 Tennessee Department of Health
 Division of Family Health and Wellness
 Andrew Johnson Tower, 8th Floor
 710 James Robertson Parkway
 Nashville, TN 37243
 (615) 253-8745
Joan.Cook@tn.gov

- 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 Grantor State Agency).
 - (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 Grantor State Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Grantor State Agency 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 Grantor State Agency will not deem such Grantee costs to be allowable and reimbursable by the Grantor State Agency unless, at the sole discretion of the Grantor State Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the Grantor State Agency (**Attachment 4**).

- a. If total disbursements by the Grantor State Agency pursuant to this Grant Contract exceed the amounts permitted by section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency

will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

The State:

Joan Cook, Director, Project Diabetes
Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 8th Floor
710 James Robertson Parkway
Nashville, TN 37243
Joan.Cook@tn.gov
Telephone # (615) 253-8745

The Grantee:

Darrell Lane, Executive Director
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market
900 Rosa L. Parks Blvd.
Nashville, TN 37208
Email Address: Darrell.lane@nashville.gov
Telephone # 615-880-2001 or 615-390-5031 (cell)

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the

grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
 - D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
 - D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.
 - D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security

interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

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

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

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

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

confidentiality of such material or information in conformance with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Work Papers Subject to Review. 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. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E. 6. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.7. Healthy Eating Requirements. 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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DBA NASHVILLE FARMERS' MARKET:

Signed by:
Darrell Lane
03293198B65A4D9...

9/9/2025

GRANTEE SIGNATURE

DATE

Darrell Lane

Executive Director

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

Dr. John R. Dunn

Digitally signed by Dr. John R. Dunn
Date: 2025.09.22 17:45:37 -05'00'

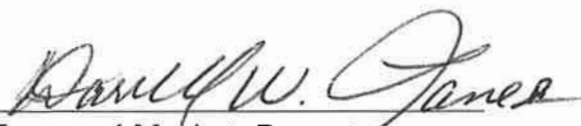
DR. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

SIGNATURE PAGE
FOR
GRANT NO. 34347-88826 Farmers Market Project Diabetes 26-28

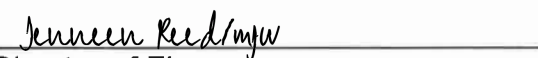
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**


Farmers' Market Department

9/24/25
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**


Director of Finance
Department of Finance

10/3/2025 | 9:07 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:


Director of Insurance

10/6/2025 | 12:29 PM CDT
Date

**APPROVED AS TO FORM AND
LEGALITY:**


Metropolitan Attorney

10/6/2025 | 9:52 AM PDT
Date

FILED:

Metropolitan Clerk

Date

RFA#3434/-54226 Project Diabetes Application

Response ID:228 Data

1. Applicant Information

1. Applicant Information

First Name

Heather

Last Name

Hoch

Title

Program Manager

Agency/Company/Organization Name

Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market

Street Address

900 Rosa L Parks Blvd.

Apt/Suite/Office

2nd Floor, Office

City

Nashville

State

TN

Zip

37208

Email Address

heather.hoch@nashville.gov

Confirm Email Address

heather.hoch@nashville.gov

Phone Number

6158801464

Fax Number

Mobile Phone

6159228881

URL

2. Please upload the completed and signed Competitive Requirements document posted with this funding opportunity. The Competitive Requirements must be signed by someone with signatory authority.

[Nashville_Farmers_Market_Competitive_Requirements_Exhibit2_RFA_ProjectDiabetes_34347-54226.pdf](#)

3. Please select the category you are applying for.

Category A: Three fiscal years with funds not to exceed \$150,000 per year for a max total of \$450,000.00

2. Project Description

4. Describe the project you want to implement using Project Diabetes funds. Please review all the questions in the application before answering this question. (500-word limit).

The Fresh Bucks program began at the Nashville Farmers' Market in 2019 in order to provide nutrition support for our community by doubling every Supplemental Nutrition Assistance Program dollar spent with one of our market's farmers. Originally, the program was very small and relied on funding from ticketed events at the market to sustain itself. In 2020, the program saw a steep increase in usage, which was coupled with the cancellation of all ticketed events onsite due to the COVID-19 pandemic. Just as the program approached a funding crisis that would have caused a complete stoppage in services, Project Diabetes funding was awarded to the Nashville Farmers' Market in June 2021 to help continue this work.

Since then, our program has grown, both in the number of Supplemental Nutrition Assistance Program dollars doubled and in our offerings. All programmatic information, including fliers and website content, is currently available in English and Spanish, with both Kurdish and Arabic versions to come soon. We are also currently on track to distribute \$28,000 in SNAP incentives this fiscal year, which means a total of \$56,000 of healthy food options for families in our community and revenue for local farmers alike. Without the support of the Tennessee Department of Health's Project Diabetes program, Fresh Bucks would not have been nearly as impactful on the health and nutrition of families in our county and beyond.

The Fresh Bucks program allows our customers who are enrolled in the Supplemental Nutrition Assistance Program to increase their purchasing power at the market, improving access to fresh, healthy food for individuals and promoting public health in our community. By doubling customer purchases at our farms' booths, the program adds additional revenue to our small, local farmers who are dedicated to keeping Nashville fed. Since 2019, we have distributed over \$85,000 in nutrition incentives to those facing food insecurity in our community—\$28,000 of which were distributed in 2024 alone.

Fresh Bucks works through partnership with the farms who sell at our Market. In order to participate in the program, those farms are registered with the United States Department of Agriculture to accept Supplemental Nutrition Assistance Program benefits. Customers bring receipts from eligible purchases from farmers to the market's Information Booth on Saturday or Sunday from 10 a.m.- 2 p.m. to exchange them for tokens that equal the dollar value of their purchase. Those tokens work just like cash at our farmers' booths, allowing program users a dignified shopping experience that encourages them to pick the nutritious, local foods their families want. Farmers then turn in tokens at least once per month in order to be reimbursed by the market.

5. Please list the community(ies) that will benefit from this project? Priority consideration will be given to economically distressed and at-risk communities, as designated by the [Appalachian Regional Commission](#).

The Fresh Bucks program seeks to support communities in Nashville and Davidson county who are most impacted by food insecurity and hunger by providing access to nutritious, local foods from regional farms. Through a survey conducted with program users over three months in 2024, we were able to assess who our program is currently assisting.

Children: Of the 124 unique program users surveyed, 60 percent had children in their households. Currently, one in six Tennessee children face hunger and a lack of adequate nutrition—higher than the national child hunger rate, making it all the more vital to provide nutrition access to those families.

Seniors: 35 percent of users surveyed were shopping for someone 65 or older. In 2025, Tennessee had the third highest rate of

food insecurity among seniors, with one in five elders facing hunger. By comparison, only about 13 percent of Davidson county's total population is over 65, which shows a significantly higher proportion of senior program users.

New Users: 60 percent of users surveyed were first time Fresh Bucks recipients. This indicates both continued growth through consistent need, while also offering insight on the effectiveness of our community engagement and awareness efforts.

Locals: 50 percent of Fresh Bucks users surveyed live in the same zip code or one directly surrounding the Nashville Farmers' Market. 37208, which is the zip code where the market is located, is designated "At Risk" by the Distressed Communities Index, as is the neighboring 37218 zip code. In total, over 80 percent of users surveyed were living in Davidson county, which is a "Transitional" county as designated by the Appalachian Regional Commission.

Spanish Speakers: Through the support of Project Diabetes, we were able to translate our program materials into Spanish, which allows us to partner with other local organizations to increase program impact by providing their clients information on Fresh Bucks to both Spanish and English speaking clients in printed and digital forms.

As outlined in question 10, the next phase of our program will expand our outreach by focusing on addressing maternal health and nutrition, outreach to our Kurdish and Arabic speaking neighbors, and specific community engagement in the 37210 zip code.

6. Why does your organization feel this project is necessary (500-word limit)?

The Nashville Farmers' Market mission is to "curate an inclusive destination marketplace that fosters a connection between our community and the farmers, foods, and artisans who contribute to our food system." In implementing a Supplemental Nutrition Assistance Program doubling initiative at the Nashville Farmers' Market, we are creating a bridge between our local farmers to those in our community who need nutritional support most, thereby providing support for both: our neighbors get a regular, client-choice shopping experience with any of our farms for any items they want to feed their families and our farmers get a much needed revenue boost at a time when the costs to run a farm continue to rise.

By bolstering farm revenues locally, we can help to ensure the food system in Davidson county is capable of serving the growing population, even in times of need, which provides a long-term pathway for nutrition access and food security, while also providing immediate assistance to those who need it. Overall, we seek to make sure everyone feels welcome at our market, and this program is one of the many strategic pathways we use to implement that ethos.

7. How will this project improve equitable access to a healthier lifestyle for the people of this community (500-word limit)?

There is a stigma inherent in buying groceries at a farmers' market. Many people assume that local produce and other farm-made goods are priced higher than that of grocery stores. While the reality of that has changed—especially with recent inflation on food products in mind, helping shift that perspective is vital in the effort to change health outcomes for our community. People with lower incomes are disproportionately affected by chronic illnesses such as type 2 diabetes and heart disease, while also being disproportionately impacted by food insecurity. With the ever-evolving economic landscape, grocery goods are likely to rise in price significantly, making it all the more urgent to ensure access to local foods is a consistent, simple and dignified experience.

Now, more than ever, this nutrition assistance is needed in our community specifically. The Nashville Farmers' Market manages the only currently and consistently operating SNAP doubling program in Davidson county—and one of only two in Middle Tennessee in general. In the last week, we saw the unexpected closure of one of the only affordable grocery stores in our zip code (37208), which greatly and negatively impacts the North Nashville community's ability to access fresh, nutritious foods. This closure will continue for at least six months, and we anticipate it will sharply increase program usage at our market from now until the end of 2025.

By offering incentive for Supplemental Nutrition Assistance Program customers at our market to double their purchasing power up to \$50, the program not only encourages buying local, healthy foods, but allows those customers to create a routine around spending a meaningful portion of their grocery budget on those foods. This isn't simply a means to encourage people to purchase a few fruits and vegetables for their family every month locally, it actually creates a pathway for populations in need in Davidson county and surrounding areas to easily and readily access a wide array of ethically-grown, high-nutrient, fresh foods

that offer a more complete nutritional value—including fruits, veggies, eggs, meat, milk, value-added items and more. We've decreased the receipt redemption limit to \$50 for the coming years in order to assist more households with the budget requested.

8. Describe your organization's qualifications and detail its capacity to complete the proposed project (500-word limit).

We have been operating this program, largely through existing staff support, for over five years. Our Program Managers work to administer the program week to week, while also creating and implementing strategies for community engagement and providing grant writing and management services. Our Finance Manager assists to ensure farmers are reimbursed in a timely manner, in order to retain our participating farms. Our Marketing Manager has created several successful advertising campaigns to increase program awareness to the greater community, while also designing program materials that we use to increase outreach.

In order to increase the capacity and effectiveness of our community engagement strategies, we will be onboarding a seasonal community engagement coordinator to help with day-to-day program administration activities, such as token distribution and user support. This allows for consistency for program users, while also providing support for our Program Managers so they can focus on implementing strategic initiatives to grow community outreach and participation. The community engagement coordinator will also ensure our partner organizations have adequate program materials to distribute to their clients to help facilitate the action steps of the current project's goals.

9. Has this organization previously received grant funding? If so for what type of project? (300-word limit)

In the last three years through Project Diabetes, we have leveraged community partnerships to expand the program's reach. Organizations that assist with Supplemental Nutrition Assistance Program casework, such as the Tennessee Justice Center, now provide information on our program to their clients. Other mission-aligned organizations, like the client-choice food pantry The Store, also share this information as part of their holistic, wraparound services.

As previously enumerated question 5, we've been successful in assisting households with children and seniors, as well as consistently engaging new users. We've also been able to distribute information on our program in Spanish, and currently have translations for Arabic and Kurdish program materials to create in the coming year.

Our Program Managers have participated in or assisted with several local and statewide initiatives to assist with nutrition access to make a more equitable food system in Tennessee. Some of those initiatives include Tennessee Department of Health's Food and Nutrition Coalition, FeedBack Nashville's food systems change assessment, Tennessee Department of Health's Gus Schumacher Nutrition Incentive Program grant application, Metro Nashville's Health in All Policies initiative, Tennessee's statewide Supplemental Nutrition Assistance Program doubling coalition, the Napier community (37210) food desert working group and more.

As outlined in question 10, we have plans to not only continue these efforts, but expand our reallocation of nutrition resources to other communities impacted disproportionately with food insecurity, such as new mothers. Overall, we will continue to build connections with mission-aligned organizations in order to strengthen our efforts to improve nutrition outcomes, creating a more interconnected and impactful statewide initiative.

10. Is the proposed project a part of the organization's usual, ongoing activities, or is this a unique project to increase access?

Although we will be continuing our ongoing efforts to improve health outcomes through nutrition access with the Fresh Bucks program, we are looking to implement new and unique strategic initiatives in the coming years in order to reach specific populations facing food insecurity.

In Year 1, our program will focus on engaging our new Arabic and Kurdish speaking neighbors by taking the translated program information that we have already sourced and publishing digital and printed versions. Nashville has the largest Kurdish population in the country with over 20,000 residents. With materials in their native language, we can then work with local organizations, such as Tennessee Kurdish Community Council and Nashville International Center for Empowerment, to distribute the information to those who need it.

Year 1 will also continue current efforts to address the food desert in the Napier community locally. Napier is located three miles away from the Nashville Farmers' Market. It is in the zip code 37210, which is the only Davidson County zip code designated as "Distressed" by the Distressed Communities Index. Recently, their only store considered a grocer—a Dollar General—closed, so it is vital to act fast to serve the need in this community.

In Year 2, while continuing the previously mentioned initiatives, we will work directly with Metro Nashville Public Health Department's Family Youth and Infant Health initiative in order to assist their clients access additional nutrition resources. This existing program offers maternal health support for mothers pre- and post-birth in order to ensure both mother and child have access to adequate nutrition during essential stages of development.

Year 3 will continue working with the organizations and targeted populations mentioned in the previous years, while using existing connections to address new or developing areas of need. We will also conduct a broad survey of program users to ensure the success of our program's initiatives and provide metrics to the Tennessee Department of Health that support their work.

11. Will you partner with other agencies/organizations to ensure a successful outcome?

Yes

12. Please upload all Letters of Commitment in one PDF document.

[Nashville_Farmers_Market_-_Letters_of_Commitment_Project_Diabetes.pdf](#)

13. What is the most important outcome of the proposed project? (300-word limit)

The Fresh Bucks program seeks to expand on the successes of the first cycle of participation in the Project Diabetes initiative by growing overall program usage by 15 percent year over year as determined by token redemption. Over the course of this three-year grant cycle, we aim to distribute over \$110,000 in nutrition incentives locally, meaning nearly \$250,000 will be spent purchasing healthy foods from local farmers at our market alone.

By ensuring our project meets its target redemption goals first and foremost, we're also accomplishing the overall strategy of 1.8 by increasing access to nutritious foods in our community every week and tackling the burden of preventable chronic diseases, such as type 2 diabetes and heart disease. Utilizing both the strategic partnerships previously outlined and the reach of the market's audience generally, we are confident we will meet our 15 percent growth targets.

14. Describe the community interest and support for this project. (300-word limit)

Through the support of our farmers participating in the program year after year and the local social services organizations committed to increasing awareness of our Supplemental Nutrition Assistance Program doubling services, we've demonstrated the existing structural support needed to successfully continue and grow this program in years to come. We've been able to conduct ongoing assessments of our community and their evolving needs to identify new areas of focus for the next phase of our project via the connections we maintain with mission-aligned organizations working within the food system.

However, the most impactful metric by which we can gauge community support is by looking to the individuals and households we currently serve in the program. Currently, the Fresh Bucks program is operating at a 92 percent redemption rate on all tokens distributed. This shows that our program users value the nutrition incentive token much like they would a regular dollar bill, ensuring it gets used when and how they need it.

15. Who will be responsible for grant management (acquiring bids, quarterly reporting, meeting with project officer, etc.)?

Heather Hoch, Program Manager

16. Who will be responsible for the fiscal management of the grant (budget management, monthly invoicing, quarterly reconciliation reports)?

Heather Hoch, Program Manager

17. Select the performance goal(s) that will be the focus of your project.

Performance Goal 1: Increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.

18. Select the strategy(ies) that your organization will implement to increase access to healthy food and beverage by establishing convenient outlets for distribution and purchase.

Strategy 1.8 Fruit and vegetable incentive programs - Offer participants with low incomes matching funds to purchase healthy foods, especially fresh fruits and vegetables; often called bonus dollars, market bucks, Double Up Food Bucks, or nutrition incentives.

Select the strategy(ies) that your organization will use to increase access to physical activity by providing convenient and safe spaces for exercise and recreation.**19. Project Work Schedule**

Because there is a limited time to get action items accomplished each fiscal year, it is important to devise a schedule for staying on task. Please submit Exhibit 2 (Project Work Schedule) posted with this funding opportunity. Closely follow the instructions on Exhibit 2 to add detailed action steps for each selected strategy.

[Nashville_Farmers_Market_Project_Work_Plan_Exhibit2_RFA_ProjectDiabetes_34347-54226.pdf](#)

20. Is this a Built Environment Project?

No

21. Please read the list below of items to consider before starting a Built Environment Project.

Please check the items applicable to your project.

Share the steps you have taken to investigate the above items applicable to your project.

21. Data Surveillance: Describe the method you will use to track the number of unduplicated individuals served each quarter. (300-word limit)

Every Fresh Bucks user is asked at the time of token disbursement if they're a new or returning program user. From there, we take the total of new program users and subtract it from the total number of disbursements, which gives the number of recurring program users. Since many of those could potentially be duplicates among themselves, we take a conservative estimate of 30 percent of recurring program users and add it to the total of new program users to get our quarterly number of unduplicated individuals or households served.

In order to provide a more dignified and accessible food access program, we do not ask for personal information for our Fresh Bucks customers. However, we do survey basic demographic information once per grant cycle in order to determine what populations we're serving, including home zip code, if there are children in their household and if there are seniors in their household. We have worked with the Project Diabetes team on past assessments and look forward to doing so in the future.

22. Please upload any other additional attachments. The total of additional attachments should be in one pdf and may not exceed 10 pages.

[Metro_Nashville_Approval_Packet.pdf](#)

23. Budget Narrative (500-word limit) - Explain how your organization has determined the amount of funds required to implement the proposed project.

In our second round participating in the Project Diabetes initiative, we seek to continue to grow access to fresh, healthy foods and help bolster revenue for our local farmers. In order to do that, we will hire a part-time community engagement coordinator from a local Public Health or Nutrition school from one of the many neighboring colleges to support weekend administration at our Information Booth. \$1000 per year will go to tangible supplies, including fliers and tokens. By far, the largest portion of our budget will continue to go towards Specific Assistance to Individuals, which is distributed as doubled dollar tokens for eligible purchases. This request comes from the expansive growth we've seen in program actuals from FY22 to FY25, while accounting for continued growth in the years to come.

The salary total encompasses annually hiring a community engagement coordinator for 31 weekends per year from 9 a.m.-3 p.m. on both Saturday and Sunday at \$20 per hour. The figure includes the cost of payroll tax as well.

Printing and supplies both are budgeted for \$500 annually to print a variety of fliers and signage in English, Spanish and Arabic to increase awareness, as well as as additional tokens to administer the program.

The budget line item for Specific Assistance to Individuals starts at \$37,000 for Year 1, which is a 30 percent increase from previous fiscal year actuals and estimates. This aligns with current program usage growth, as well as the anticipated increase in usage outlined in question 7. This line item increases to \$43,000 and then \$50,000 to account for consistent 15 percent year over year growth.

As a note, we have been given a waiver from Metropolitan Government of Nashville and Davidson County's Office of Management and Budget to not recoup indirect costs for this grant application and program.

24. Budget Documents:

Please complete and upload the excel budget and budget detail page (Attachment 2) for each fiscal year (July 1 to June 30) of requested funding. If salaries are a part of the budget, you must break down the salary amount on the budget detail page by showing the monthly salary x the number of months working on the grant x % of time spent working on the grant. See the *Budget Line-Item Explanation* attachment for further details. Then complete the rollup page which is a total of the 2 or 3 years of requested funds. Be sure to fill out the top portion of each budget page with the organization name and the start and end dates of each fiscal year. On the rollup page, you will use the start and finish dates for the entire funding period, which is July 1, 2025, to June 30, 2028, or 2029 depending on which category you choose.

[Nashville_Farmers_Market_Budget_for_RFA_ProjectDiabetes_34347-54226.xlsx](#)

25. It is imperative that each applicant review the entire Sample Grant Contract with their legal counsel prior to submitting an application and notify the State in advance if it cannot accept any terms or conditions. Do you take any exceptions to Sample Grant Contract language?

No

If yes, please upload a document that provides the sections of the contract and the exceptions.

3. Thank You!

New Send Email

Apr 24, 2025 10:19:52 Success: Email Sent to: competitive.health@tn.gov

New Send Email

Apr 24, 2025 10:19:52 Success: Email Sent to: heather.hoch@nashville.gov

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2025, and ending June 30, 2028. <i>Roll-Up</i>				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$24,900.00	\$0.00	\$24,900.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$1,500.00	\$0.00	\$1,500.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$1,500.00	\$0.00	\$1,500.00
	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	\$130,000.00	\$0.00	\$130,000.00
	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	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$157,900.00	\$0.00	\$157,900.00

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/general-services/procurement/central-procurement-office--cpo-library-.html>).

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

ATTACHMENT 2

(BUDGET PAGE 2)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning August 1, 2025, and ending June 30, 2026. Year 1				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$8,300.00	\$0.00	\$8,300.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$500.00	\$0.00	\$500.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$500.00	\$0.00	\$500.00
	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	\$37,000.00	\$0.00	\$37,000.00
	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 (% of Method)	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$46,300.00	\$0.00	\$46,300.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

Year 1										
SALARIES		Monthly Salary	# of Months	% of Effort		Longevity (if applicable)		AMOUNT		
TBD, Community Engagement Coordinator		\$1,185.72	x	7	x	100%	+	\$	-	\$8,300.04
TOTAL ROUNDED										\$8,300.00

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT	
Reimbursement funds to go to farmers for accepting Double SNAP Fresh Bucks tokens (32% increase from FY25, in line with current program growth trends)		\$37,000.00	
TOTAL ROUNDED		\$37,000.00	

ATTACHMENT 2

(BUDGET PAGE 4)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026, and ending June 30, 2027. Year 2				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$8,300.00	\$0.00	\$8,300.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$500.00	\$0.00	\$500.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$500.00	\$0.00	\$500.00
	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	\$43,000.00	\$0.00	\$43,000.00
	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 (% of Method)	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$52,300.00	\$0.00	\$52,300.00

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.

Year 2									
SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT	
TBD, Community Engagement Coordinator	\$1,185.72	x	7	x	100%	+	\$	-	\$8,300.04
TOTAL ROUNDED									\$8,300.00
SPECIFIC ASSISTANCE TO INDIVIDUALS									AMOUNT
Reimbursement funds to go to farmers for accepting Double SNAP Fresh Bucks tokens (15% increase from FY26, in line with program goals)									\$43,000.00
TOTAL ROUNDED									\$43,000.00

ATTACHMENT 2

(BUDGET PAGE 6)

GRANT BUDGET				
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2027, and ending June 30, 2028. Year 3				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$8,300.00	\$0.00	\$8,300.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$500.00	\$0.00	\$500.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$500.00	\$0.00	\$500.00
	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	\$50,000.00	\$0.00	\$50,000.00
	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 (% of Method)	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$59,300.00	\$0.00	\$59,300.00

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.

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Reimbursement funds to go to farmers for accepting Double SNAP Fresh Bucks tokens (15% increase from FY27, in line with program goals)	\$50,000.00
TOTAL ROUNDED	\$50,000.00



Invoice Reimbursement Form

Contract #	
Supplier Name	
Program Name	

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.)	PO Line # (Req.)	Receipt # (Req.)	Agency Invoice #
Edison Contract #	Edison Vendor #	Edison Address Line #	AP Attachment (check if yes)
			☐

Section 2: Invoice Information (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

Invoice Received Date	Invoice Received by (Name)
-----------------------	----------------------------

[illegible]

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

Program Signature 3

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

--

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

ATTACHMENT 3

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance 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 contracting 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

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:

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PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

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

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

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions).

If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

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

References:

[2 CFR Part 200.430](#)

Form 990 Part IX line 5, 7

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:

[2 CFR Part 200.431](#)

Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

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

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 Supplies

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

References:

[2 CFR Part 200.453](#)

Form 990 Part IX line 13

Line 6 Telecommunication

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

References:

[2 CFR Part 200.471](#)

Form 990 Part IX line 13

Line 7 Postage and Shipping

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

References:

[2 CFR Part 200.474](#)

Form 990 Part IX line 13

Line 8 Occupancy

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

References:

[2 CFR Part 200.465](#)

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

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

References:

[2 CFR Part 200.452](#)

Form 990 Part IX line 13

Line 10 Printing and Publications

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

References:

[2 CFR Part 200.461](#)

Form 990 Part IX line 13

Line 11 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:

[2 CFR Part 200.475](#)

Form 990 Part IX line 17

Line 12 Conference and Meetings

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

References:

[2 CFR Part 200.432](#)

Form 990 Part IX line 19

Line 13 Interest

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

References:

[2 CFR Part 200.449](#)

Form 990 Part IX line 20

Line 14 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:

[2 CFR Part 200.447](#)

Form 990 Part IX line 23

Line 15 Grants and Awards

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

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

References:

[2 CFR Part 200.456](#)

Form 990 Part IX line 2

Line 17 Depreciation

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

References:

[2 CFR Part 200.436](#)

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

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

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

a) Advertising:

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

References:

[2 CFR Part 200.421](#)

Form 990 Part IX line 12

b) 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:

[2 CFR Part 200.1](#)

Form 990 Part IX line 14

c) Bad Debts:

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

References:

[2 CFR Part 200.426](#)

Form 990 Part IX line 24

d) Contingency Provisions:

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

References:

[2 CFR Part 200.433](#)

Form 990 Part IX line 24

e) Fines and Penalties:

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

References:

[2 CFR Part 200.441](#)

Form 990 Part IX line 24

f) Independent Research and Development:

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

References:

[2 CFR Part 200.1](#)

Form 990 Part IX line 24

g) Organization Costs:

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

References:

[2 CFR Part 200.455](#)

Form 990 Part IX line 24

h) Rearrangement and Alteration:

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

References:

[2 CFR Part 200.462](#)

Form 990 Part IX line 24

i) Recruiting:

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

References:

[2 CFR Part 200.463](#)

Form 990 Part IX line 24

j) Taxes:

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

References:

[2 CFR Part 200.470](#)

Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

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

References:

[2 CFR Part 200.454](#)

Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

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

References:

[2 CFR Part 200.439](#)

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

Line 21 Total Direct Program Expenses

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

Reference:

[2 CFR Part 200.405](#)

[2 CFR Part 200.413](#)

Form 990 Part IX, column B

Line 22

Administrative Expenses

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

References:

[2 CFR Part 200.414](#)

Form 990 Part IX, Column C

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:

[2 CFR Part 200.434](#)

Form 990 Part XI line 6

Line 25

Total Program Expenses

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

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

Purpose/Scope

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

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

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

• Reimbursable Program Funds

Line 31

Reimbursable Federal Program Funds

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

Reference:
Form 990 Part VIII 1e

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.

• Matching Revenue Funds

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

Line 34 Other Federal Funds

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

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

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

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

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

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

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

References:
Form 990 Part VIII 1f

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

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

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

References:

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

Line 39

Program Income

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

Reference:

Form 990 Part VIII line 2a to 2f

Line 40

Other Matching Revenue

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

References:

Form 990 Part VIII 3 through 11e

Line 41

Total Matching Revenue Funds

Add lines 34 through 40.

Line 42

Other Program Funds

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

References:

Form 990 Part VIII 1a through 11e

Line 43

Total Revenue

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51

Total Program Expenses

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

Line 52

Other Unallowable Expenses

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

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 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.

Line 58 Advances

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

Line 59 This Reimbursement (Line 57 minus 58)

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

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

Purpose/Scope

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

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

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

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

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

TOTAL EXPENSE SUMMARY REPORT Schedule C

Purpose/Scope

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

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

Instruction for Expenses by Object Line-Items

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

Instruction for Columns

Total Direct Program Expenses Column

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

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

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

Total Administrative Expenses Column

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

Grand Total Column

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

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A

Contractor/Grantee Name:

Page # of # Pages:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

A

B

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunications		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)		0.00		0.00
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			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 Program Expenses	0.00	0.00	0.00	0.00

Schedule A-Q1-Q4

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Contractor/Grantee Name:

Page # of # Pages:

Report Period:

Contracting State Agency:

Program Name:

A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
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	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Information Technology					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)					0.00		0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	Total Direct Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	Total Direct and Administrative Expenses	0.00	0.00	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

Schedule A-1

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Page # of # Pages:
Report Period:

Contractor/Grantee Name:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunications		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	Total Direct Nongrant and Administrative Expenses	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	0.00	0.00

Schedule A-1.Q1-Q4

STATE OF TENNESSEE
NONGRANT / UNALLOWABLE EXPENSE REPORT

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
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	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunications					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)					0.00		0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	Total Direct Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	Total Nongrant Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B

Contractor/Grantee Name:

Page # of # Pages:

Report Period:

Contracting State Agency:
Program Name:
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
Reimbursable Program Funds:					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
Matching Revenue Funds:					
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
Reconciliation Between Total and Reimbursable Expenses					
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Contractor/Grantee Name:

Page # of # Pages:

Report Period:

Contracting State Agency:

Program Name:

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
Reimbursable Nongrant Funds:					
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Nongrant Funds (equals line 55)	0.00	0.00	0.00	0.00
Matching Revenue Funds:					
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00

Reconciliation Between Total and Reimbursable Expenses					
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total 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
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)	0.00			0.00
a		0.00			0.00
b		0.00			0.00
c		0.00			0.00
d		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:

Joan Cook, Program Director, TN Department of Health;

Dr. John R. Dunn, Interim Commissioner, TN Department of Health; and

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ.
DIRECTOR OF LAW

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

October 1, 2025

Joan Cook, Director, Project Diabetes
Department of Health, Division of Family Health and Wellness
Andrew Johnson Tower, 8th Floor
710 James Robertson Parkway
Nashville, TN 37243

Ms. Cook,

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. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant.

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

Sincerely,

A handwritten signature in black ink, reading "Wallace W. Dietz", is written over the printed name of the Director of Law.

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

Certificate Of Completion

Envelope Id: 4EEED5AF-7D13-49B3-8499-02273E224B41

Status: Completed

Subject: Complete with Docusign: Farmers Mkt.-Project Diabetes 26-28 Ready.pdf

Source Envelope:

Document Pages: 63

Signatures: 6

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

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730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

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

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

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Location: Docusign

Signer Events

Signature

Timestamp

Tyler Ringland

Tyler.Ringland@nashville.gov

Security Level: Email, Account Authentication (None)

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Aaron Pratt

Aaron.Pratt@nashville.gov

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

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Sent: 10/3/2025 7:35:52 AM

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Signed: 10/3/2025 9:07:51 AM

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Accepted: 10/3/2025 9:06:06 AM

ID: 0e7e944f-eb9f-450e-ae0-26dd1ad05579

Hannah Zeitlin

Hannah.Zeitlin@nashville.gov

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 10/6/2025 11:45:03 AM ID: 01fe80fd-d7ae-4aa7-bb3b-b1f89475320b		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 166.196.54.14 Signed using mobile	Sent: 10/6/2025 11:52:26 AM Viewed: 10/6/2025 12:29:20 PM Signed: 10/6/2025 12:29:30 PM
Electronic Record and Signature Disclosure: Accepted: 10/6/2025 12:29:20 PM ID: 71f24fed-4b17-437d-a3f5-8d86abf971aa		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2025 12:29:37 PM
Electronic Record and Signature Disclosure: Accepted: 8/12/2022 8:07:55 AM ID: ec3de7a9-934b-431e-a2e7-878bc56f8182		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2025 12:29:38 PM Viewed: 10/6/2025 1:03:13 PM
Electronic Record and Signature Disclosure: Accepted: 10/5/2025 12:48:08 PM ID: a9a63944-d317-45a3-929b-abf67d236ee2		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 12:02:53 PM
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4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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