
GRANT SUMMARY SHEET

Grant Name: GNRC Nutrition & Transport Services 25 Contract 2025-21B

Department: SOCIAL SERVICES

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

**Pass-Through Grantor
(If applicable):** GREATER N'VILLE REG. COUNCIL

Total Award this Action: \$102,500.00

Cash Match Amount \$0.00

Department Contact: Andrew Sullivan
862-6406

Status: CONTINUATION

Program Description:

This is a continuation of our Nutrition and Transportation Grant Program Social Services has had with GNRC for over 30 years. This grant provides meals for the elderly through the Meals on Wheels program and at congregate sites throughout Nashville. This is the updated amount for FY2025. In the past they sent one contract and this year they are dividng it up into two.

Plan for continuation of services upon grant expiration:

None

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
SOCIAL SERVICES	037	Andrew Sullivan	862-6406				
Grant Name:		GNRC Nutrition & Transport Services 25 Contract 2025-21B					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	Other:				
Grant Period From:		07/01/24	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/25	(applications only) Application Deadline:				
Funding Type:	FED PASS THRU	Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:	GREATER N'VILLE REG. COUNCIL	Outside Consultant Project: <input type="checkbox"/>					
Award Type:	COMPETITIVE	Total Award:		\$102,500.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>This is a continuation of our Nutrition and Transportation Grant Program Social Services has had with GNRC for over 30 years. This grant provides meals for the elderly through the Meals on Wheels program and at congregate sites throughout Nashville. This is the updated amount for FY2025. In the past they sent one contract and this year they are dividng it up into two.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None							
How is Match Determined?							
Fixed Amount of \$		\$0.00	or		0.0%	% of Grant	
Explanation for "Other" means of determining match:		Other: <input type="checkbox"/>					
No Match Required on this portion.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		N/A		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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		34.97%		Indirect Cost of Grant to Metro:		\$35,844.25	
*Indirect Costs allowed?		<input type="radio"/> Yes <input checked="" type="radio"/> No		Ind. Cost Requested from Grantor:		\$0.00	
		% Allow.				in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY25	\$0.00	\$0.00	\$102,500.00	\$0.00		\$0.00	\$102,500.00	\$35,844.25	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$0.00	\$0.00	\$102,500.00	\$0.00		\$0.00	\$102,500.00	\$35,844.25	\$0.00
Date Awarded:		07/25/24		Tot. Awarded:		\$102,500.00	Contract#:		2025-21B	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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



RESOLUTION NO. _____

A resolution accepting a grant from the Greater Nashville Regional Council to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide home-delivered meals nutrition services for older or disabled adults.

WHEREAS, the Greater Nashville Regional Council has awarded a grant in an amount not to exceed \$102,500 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide home-delivered meals nutrition services for older or disabled adults; and,

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

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

Section 1. That the grant by and between the Greater Nashville Regional Council, in an amount not to exceed \$102,500 to the Metropolitan Government, acting by and through the Metropolitan Social Services Commission, to provide home-delivered meals nutrition services for older or disabled adults, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, 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:

Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Metropolitan Attorney

Member(s) of Council



Contract Cover Sheet

Aging and Disability Services

Contractor ID: MSS-G

Contract #: 2025-21B

Contractor Legal Entity Name: Metropolitan Government of Nashville and Davidson County - Social Services	
Service Type: Nutrition services for older or disabled adults through in-home services programs	
Start Date: 7/1/2024	End Date: 6/30/2025
Maximum/Estimated Liability: \$ 102,500.00	
Contract Type: Fee for Service	
Match Required: No	
Assistance Living Number(s): IIIB 93.044, IIIC 93.045, IIIE 93.052, NSIP 93.053	
Contractor Entity Type: Government	
DBE: N/A - Government	
GNRC Contact: Michael Skipper Executive Director 44 Vantage Way, Suite 450 Nashville, TN 37228 mskipper@gnrc.org; CC: sfowler@gnrc.org 615-682-6628	Contractor Contact: Greg Perry Program Manager 800 2nd Avenue North, Suite 100 Nashville, TN 37201 Gregory.perry@nashville.gov 615-862-6481

**CONTRACT 2025-21B
BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between Metropolitan Government of Nashville and Davidson County - Social Services ("CONTRACTOR"), and the GREATER NASHVILLE REGIONAL COUNCIL, a Tennessee governmental entity ("GNRC"), is for the provision of nutrition services for older or disabled adults through in-home services programs. GNRC and CONTRACTOR may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

Grantee Entity Type: Government
Grantee Place of Incorporation or Organization: Tennessee
Grantee EIN: 62-0694743

This Contract is for funding originating from the federal Older Americans Act and the state of Tennessee. This funding is passed through the Tennessee Department of Disability and Aging in its role as the State Unit on Aging ("SUA") to GNRC in its role as the designated Area Agency on Aging and Disability ("AAAD") for its thirteen-county region.

A. SCOPE OF SERVICES:

Scope of Services. CONTRACTOR agrees to provide the activities identified in the "Scope of Services" described in Attachment A and incorporated into this Contract.

B. TERM OF CONTRACT:

- B.1. Term. The parties agree that this Contract is effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2025 ("Initial Term") unless terminated in accordance with Sections E.2. and E.3.
- B.2. Renewal Option. GNRC may, at its sole option, renew the Contract for additional terms of one year (each a "Renewal Term") until such time as three Renewal Terms have been completed. In no event, however, will the maximum contracting period, including all renewals or extensions, exceed a total of 48 months. To exercise its renewal option, GNRC may send written notice of its intent to renew at any time prior to the end of the then-current Term. CONTRACTOR has 14 calendar days after receipt of notice to decline the renewal by written notice to GNRC, in which case the Contract will terminate at the end of the then-current Term. For each Renewal Term, GNRC will provide CONTRACTOR with an updated pay rate table (Attachment B) and Estimated Liability for the Renewal Term, but all other terms and conditions of the Contract will remain the same.
- B.3. Out-of-Term Work. GNRC will have no obligation to CONTRACTOR for fulfillment of the Scope outside the then-current Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known and will be based on actual units of goods or services rendered in compliance with the Contract. GNRC estimates the purchases during the Term will be \$102,500.00 ("Estimated Liability"). This Contract does not grant the CONTRACTOR any exclusive rights. GNRC does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the CONTRACTOR will only be paid for goods or services provided under this Contract after a service authorization is issued to the CONTRACTOR by GNRC or as otherwise specified by this Contract.

- C.2. Payment Methodology. The CONTRACTOR will be compensated based on the payment methodology outlined in Attachment B for goods or services authorized by GNRC. The CONTRACTOR's compensation will be contingent upon the satisfactory provision of goods or services as set forth in Attachment A.
- C.3. Travel Compensation. The CONTRACTOR will not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.4. Invoice Requirements. Utilizing the template provided monthly by GNRC, the CONTRACTOR must invoice GNRC only for goods delivered and accepted by GNRC or services satisfactorily provided at the amounts stipulated in Section C.2., above.
- a. CONTRACTOR's invoices must
- (1) be submitted with necessary supporting documentation on a monthly basis to Accounting@gnrc.org no later than the 8th day of the month for the services provided in the preceding month;
 - (2) be completed on the template provided monthly to CONTRACTOR by GNRC;
 - (3) include only charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (4) be submitted only for goods delivered or services completed and not include any charge for future goods to be delivered or services to be performed;
 - (5) not include CONTRACTOR's taxes, which includes without limitation CONTRACTOR's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (6) include shipping or delivery charges only as authorized in this Contract.
- b. GNRC will issue reimbursement only for complete, accurate invoices received as required by this Section. GNRC may delay reimbursement due to late, incomplete, or incorrect invoices. There is no guaranteed payment timeframe for invoices, but, so long as CONTRACTOR's invoice was timely submitted in accordance with the terms of this Contract, GNRC will make good-faith, reasonable effort to pay CONTRACTOR within 45 calendar days after GNRC receives from the State the funds designated for CONTRACTOR.
- C.5. Payment of Invoice. A payment by GNRC does not prejudice GNRC's right to object to or question any reimbursement, payment, invoice, or related matter. A payment by GNRC must not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Invoice Reductions. The CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment that is determined by GNRC to be noncompliant with the requirements of this Section C or otherwise not allowed under the Contract or governing authority.
- C.7. Intentionally omitted.
- C.8. GNRC's Right to Set Off. GNRC reserves the right to set off or deduct from amounts that are or will become due and payable to the CONTRACTOR under this Contract or under any other

agreement between the CONTRACTOR and GNRC under which the CONTRACTOR has a right to receive payment from GNRC.

- C.9. Prerequisite Documentation. The CONTRACTOR must not invoice GNRC under this Contract until GNRC has received the following documentation.
- a. The "Authorization Agreement for Automatic Deposit Form" provided by GNRC. By doing so, the CONTRACTOR acknowledges and agrees that, once this form is received by GNRC, payments to the CONTRACTOR, under this or any other contract the CONTRACTOR has with GNRC, may be made by ACH.
 - b. A W-9 form. The taxpayer identification number on the W-9 form must be the same as the CONTRACTOR's Federal Employer Identification Number or Social Security Number provided in CONTRACTOR's response to any requests for proposals.
- C.10. Final Invoice and Close Out. CONTRACTOR must submit any final invoice within thirty days of the conclusion of the Term, in form and substance acceptable to GNRC. CONTRACTOR must submit an estimated final invoice by the 8th of the month following the conclusion of the Term.
- a. If total disbursements by GNRC pursuant to this Contract exceed the amounts permitted by this Contract, CONTRACTOR must refund the difference to GNRC. CONTRACTOR must submit the refund with the final invoice.
 - b. GNRC will not pay any invoice submitted to GNRC later than thirty days after the conclusion of the Term.
 - d. CONTRACTOR 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. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. GNRC is not bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws, regulations, and bylaws.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract must be in writing and must be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with receipt confirmation. All communications, regardless of method of transmission, must be addressed to the respective Party at the appropriate mailing address, or email address.

CONTRACTOR:
GREG PERRY
PROGRAM MANAGER
800 2ND AVENUE NORTH, SUITE 100
NASHVILLE, TN 37201
EMAIL: GREGORY.PERRY@NASHVILLE.GOV
PHONE: 615-862-6481

GNRC:
MICHAEL SKIPPER
EXECUTIVE DIRECTOR
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG CC: SFOWLER@GNRC.ORG
PHONE: 615-682-6628

All instructions, notices, consents, demands, or other communications are effective upon actual receipt or upon confirmation of delivery. A Party may change its contact information for the purposes of receiving notice by providing notice in accordance with this section.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Assignment and Subcontracting. CONTRACTOR must not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of GNRC. Notwithstanding any use of the approved subcontractors, CONTRACTOR must be the prime contractor and responsible for compliance with all terms and conditions of this Contract.
- D.5. Monitoring. CONTRACTOR understands and agrees that all activities conducted and records maintained pursuant to this Contract are subject to monitoring and evaluation by GNRC as well as other entities including without limitation the Tennessee Department of Disability and Aging, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.6. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract must not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract may be held to be waived, modified, or deleted except by a written amendment signed by the Parties to this Contract.
- D.7. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract must not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract may be construed to create an employer/employee relationship or to allow either party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.8. Tennessee Department of Revenue Registration. CONTRACTOR must comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.9. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.10. State and Federal Compliance. The CONTRACTOR must comply with all applicable state and federal laws and regulations in the performance of this Contract. This includes, but is not limited to, compliance with Title VI of the Civil Rights Act of 1964.
- D.11. Governing Law. This Contract must be governed by and construed in accordance with the laws of the state of Tennessee. The Parties agree that they are subject to the exclusive jurisdiction of the courts of the state of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.12. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.13. Severability. The terms and conditions of this Contract are severable. If any provision is determined to be invalid or unenforceable, the remaining provisions will not be affected and remain in full force and effect.
- D.14. Headings. Section headings of this Contract are for reference purposes only and must not be construed as part of this Contract.
- D.15. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding GNRC's duties, responsibilities, and performance under this Contract, these items govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits;
 - c. RFP-2022-07, with any addenda and updates provided by GNRC; and
 - d. CONTRACTOR's response to RFP-2022-07.
- D.16. Intentionally omitted.
- D.17. Subject to Funds Availability. This 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, GNRC reserves the right to terminate this Contract upon written notice to CONTRACTOR. GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by GNRC. Upon receipt of the written notice, CONTRACTOR must cease all work associated with the Contract. Should such an event occur, CONTRACTOR will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, CONTRACTOR will have no right to recover from GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.18. Licensure. CONTRACTOR, its employees, and any approved subcontractor must be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and must upon request provide proof of all licenses.
- D.19. Limitation of GNRC's Liability. GNRC is not liability except as specifically provided in this Contract. In no event will GNRC be liable to CONTRACTOR 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 Contract or otherwise. GNRC's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise will under no circumstances exceed the Estimated Liability established in Section C.1 of this Contract. This limitation of liability is cumulative and not per incident.
- D.20. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.
- D.21. Confidentiality of Records. Strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to CONTRACTOR by GNRC or acquired by CONTRACTOR on behalf of GNRC that is regarded as confidential under state or federal law must be regarded as "Confidential Information." Nothing in this Section permits

CONTRACTOR to disclose any Confidential Information, regardless of whether it has been disclosed or made available to CONTRACTOR due to intentional or negligent actions or inactions of agents of GNRC or third parties. Confidential Information must not be disclosed except as required or permitted under state or federal law. CONTRACTOR must 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 will survive the termination of this Contract.

D.22. Intentionally omitted

D.23. Personally Identifiable Information. While performing its obligations under this Contract, CONTRACTOR may have access to Personally Identifiable Information held by GNRC ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). CONTRACTOR agrees to not do or omit to do anything which would cause GNRC to be in breach of any Privacy Laws. CONTRACTOR must, and must cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to CONTRACTOR and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. CONTRACTOR must immediately notify GNRC: (1) of any disclosure or use of any PII by CONTRACTOR or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to CONTRACTOR or its employees, agents and representatives where the purpose of such disclosure is not known to CONTRACTOR or its employees, agents and representatives. GNRC reserves the right to review CONTRACTOR's policies and procedures used to maintain the security and confidentiality of PII and CONTRACTOR must, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from GNRC to enable GNRC to verify or ensure that CONTRACTOR is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at GNRC's direction at any time in its sole discretion, whichever is earlier, CONTRACTOR must immediately return to GNRC any and all PII which it has received under this Contract and must destroy all records of such PII. CONTRACTOR must report to GNRC any instances of unauthorized access to or potential disclosure of PII in the custody or control of CONTRACTOR ("Unauthorized Disclosure") that come to CONTRACTOR's attention. Any such report must be made by CONTRACTOR within 24 hours after the Unauthorized Disclosure has come to the attention of CONTRACTOR. CONTRACTOR must take all necessary measures to halt any further Unauthorized Disclosures. CONTRACTOR, at the sole discretion of GNRC, must provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. CONTRACTOR must bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to GNRC under this Contract or otherwise available at law. The obligations set forth in this Section survive the termination of this Contract.

D.24. Transfer of CONTRACTOR's Obligations. CONTRACTOR must not transfer or restructure its operations related to this Contract without the prior written approval of GNRC. CONTRACTOR must immediately notify GNRC in writing of a proposed transfer or restructuring of its operations related to this Contract. GNRC reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

D.25 Prohibited Advertising. CONTRACTOR must not refer to this Contract or CONTRACTOR's relationship with GNRC under this Contract in commercial advertising in such a manner as to state or imply that CONTRACTOR or the CONTRACTOR's goods or services are endorsed. The obligations set forth in this Section survive the termination of this Contract.

E. FEDERALLY AND STATE-REQUIRED TERMS AND CONDITIONS

E.1. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Contract

E.2. Termination for Convenience. GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by GNRC. GNRC will give CONTRACTOR at least 30 days written notice before the effective termination date. CONTRACTOR shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall GNRC be liable to CONTRACTOR for compensation for any service that has not been rendered. The final decision as to the amount for which GNRC is liable shall be determined by GNRC. CONTRACTOR shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for GNRC's exercise of its right to terminate for convenience.

E.3. Termination for Cause. If CONTRACTOR fails to properly perform its obligations under this Contract, or if CONTRACTOR violates any terms of this Contract, GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of GNRC's right to terminate this Contract for cause, CONTRACTOR shall not be relieved of liability to GNRC for damages sustained by virtue of any breach of this Contract by CONTRACTOR.

E.4. Conflicts of Interest. CONTRACTOR warrants that no part of the total Estimated Liability shall be paid directly or indirectly to an employee or official of the state of Tennessee or GNRC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

E.5. Lobbying.

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

(1) 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.

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

- (3) CONTRACTOR 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance

CONTRACTOR states, to the best of his or her knowledge and belief, that:

- i. If any 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 commitment provided for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E.6. Nondiscrimination. CONTRACTOR 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 Contract or in the employment practices of CONTRACTOR 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. CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.7. Public Accountability. If CONTRACTOR is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by CONTRACTOR on behalf of GNRC, CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive Contract supported services, a sign at least 11" in height and 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 SUA shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from CONTRACTOR, provide CONTRACTOR with any necessary signs.

E.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by CONTRACTOR in relation to this Contract shall include the statement, "This project is funded under a contract with the State of Tennessee." All notices by CONTRACTOR in relation to this Contract shall be approved by GNRC.

- E.9. Records. CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this 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 full years from the date of the final payment. CONTRACTOR's records shall be subject to audit at any reasonable time and upon reasonable notice by GNRC, the SUA, 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*.

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

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

CONTRACTOR 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. CONTRACTOR 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 GNRC, the SUA, the Central Procurement Office, or the Commissioner of Finance and Administration of the state of Tennessee.

- E.10. Debarment and Suspension. CONTRACTOR 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-year period preceding this 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-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

CONTRACTOR shall provide immediate written notice to GNRC 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.

E.11. Prohibition of Illegal Immigrants.

- a. CONTRACTOR agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. CONTRACTOR shall reaffirm this attestation by submitting to GNRC a completed Attestation, included as Attachment D, semi-annually during the Term. If CONTRACTOR is a party to more than one contract with GNRC, CONTRACTOR may submit one attestation that applies to all contracts with GNRC. All CONTRACTOR attestations shall be maintained by CONTRACTOR and made available to GNRC upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, CONTRACTOR shall obtain and retain a current, written Attestation that the subcontractor will not knowingly utilize the services of an illegal immigrant to perform work under this Contract and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by CONTRACTOR and made available to GNRC upon request.
- c. CONTRACTOR shall maintain records for all personnel used in the performance of this Contract. CONTRACTOR's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by GNRC and SUA.
- d. CONTRACTOR understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; or (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.

E.12. Equal Opportunity. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.13. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds under this Contract, CONTRACTOR agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration for Community Living and the Region 4 Office of the Environmental Protection Agency.

E.14. 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 Contract. CONTRACTOR 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.

E.15. State Sponsored Insurance Plan Enrollment. CONTRACTOR 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 GNRC unless CONTRACTOR 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.16. Work Papers Subject to Review. CONTRACTOR 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 Contract.
- E.17. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.18. Intentionally omitted
- E.19. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires CONTRACTOR to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. CONTRACTOR is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that CONTRACTOR provides information to the state of Tennessee as required.

CONTRACTOR shall comply with the following:

- a. Reporting of Total Compensation of CONTRACTOR's Executives.
- (1) CONTRACTOR shall report the names and total compensation of each of its five most highly compensated executives for CONTRACTOR's preceding completed fiscal year, if in CONTRACTOR's preceding fiscal year it received:
- i. 80 percent or more of CONTRACTOR's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total Compensation means the cash and noncash dollar value earned by the Executive during CONTRACTOR's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. CONTRACTOR must report Executives' Total Compensation described above to the state of Tennessee by the end of the month during which this Contract is established.
 - c. If this Contract is amended to extend its term, CONTRACTOR must submit an Executive Total Compensation report to the state of Tennessee by the end of the month in which the amendment to this Contract becomes effective.
 - d. CONTRACTOR will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

AGREED:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES

See next page

RENEE' PRATT, EXECUTIVE DIRECTOR

Date

GREATER NASHVILLE REGIONAL COUNCIL

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

Date

**SIGNATURE PAGE
FOR
GRANT NO. GNRC Nutrition & Transportation 25 2025-21B**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt
Renee Pratt, Executive Director
Metro Social Services

7/25/24
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/mal
Kevin Crumbo, Director
Department of Finance

8/1/2024 | 10:19 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cole
Director of Insurance

8/1/2024 | 6:25 PM CDT
Date

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan
Metropolitan Attorney

8/1/2024 | 2:18 PM CDT
Date

Freddie O'Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

Attachment A**Nutrition Services for Older or Disabled Adults through In-Home Services Programs
Greater Nashville Regional Council Scope of Services for Metropolitan Government of Nashville
and Davidson County – Social Services****1.0. GENERAL****1.1. DEFINITIONS**

For the purpose of this Scope of Services:

- **“GNRC”** refers to The Greater Nashville Regional Council
- **“Contractor”** refers to Metropolitan Government of Nashville and Davidson County – Social Services, a governmental entity
- **“Contract”** refers to Contract # 2025-21B between GNRC and Contractor. This Scope of Services is incorporated into the Contract
- **“Contractor’s Designee”** refers to the individual designated by the Contractor to be responsible for ensuring compliance with the Contract
- **“SUA”** refers to the Tennessee Department on Disability and Aging, in its capacity as the designated State Unit on Aging under the Older Americans Act
- **“SUA Database”** refers to Mon Ami, accessible from app.monami.io, or any successor product required by the SUA
- **“GNRC Client”** refers to individuals who have been determined by GNRC to meet eligibility criteria and are authorized to receive services
- **“Quality Assurance”** refers to the process by which GNRC ensures that its programs and services are compliant with contractual obligations and program expectations and that contractors and grantees are fulfilling their obligations

1.2. BACKGROUND AND OBJECTIVES

The purpose of the Contract is for the Contractor to provide home-delivered meals nutrition services to eligible persons in order to enhance their capacities to remain self-sufficient in their homes and to maximize the informal support provided by caregivers. Services under this Contract will be provided to adults aged 60 and over (referred to as older adults), adults with disabilities, and their caregivers in one or more of the Tennessee counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson.

For services provided under this Contract, GNRC identifies eligible individuals and determines needed services. GNRC is responsible for identification, coordination, and authorization of all services and any adjustments to the services being provided through these programs. Services and units of services to be provided to GNRC Clients must be consistent with the Provider Authorization, which will be provided to Contractor through the SUA Database. Contractor must submit all reports to GNRC as specified in this Scope of Services to receive payment for services rendered.

Funding sources include State of Tennessee Options for Community Living funds, State of Tennessee Alzheimer’s and Dementia Respite Care Pilot Program, federal Older Americans Act Title III-B Supportive Services funds, and federal Older Americans Act Title III-E Family Caregiver

funds. Federal and state funds provided through this Contract must be expended only for services authorized by the Contract.

1.3. PREREQUISITES

Prior to performing any work under this contract, the Contractor must meet the following criteria:

- A. Contractor must be licensed in accordance with the regulations of the state of Tennessee and such license must be in good standing.
- B. Contractor must be registered and in good standing with the Tennessee Secretary of State, if applicable.
- C. Contractor must have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud, physical injury, and food borne illness.
- D. Contractor must operate or have an agreement in place with at least one GNRC-approved meal production facility. All production of meals served through this contract must happen at an approved facility.

1.4. PREREQUISITE DOCUMENTATION

Contractor must submit the following documentation in order to be eligible for payment under this Contract.

- A. Contractor must provide all financial documentation detailed in section C.8 of the Contract.
- B. Contractor must submit documentation of required insurance as detailed in section D.16 of the Contract
- C. If the Contractor's business is organized any way other than a sole proprietorship, Contractor must provide a copy of partnership agreement, operating agreement, or bylaws, depending on the business structure.
- D. Contractor must notify GNRC electronically at the beginning of the Contract term of the counties in which Contractor intends to operate; days and times services will be available; as well as any planned holiday closures. This information must be approved in writing by GNRC prior to the provision of any services by Contractor. Written approval from GNRC must be received prior to the Contractor's implementation of any changes in service area, days and times of services, and holiday closures.

1.5. COMPLIANCE GUIDELINES

- A. Contractor must have a policy in place to ensure that personnel who have contracted any infectious illness or disease do not provide in-person services to GNRC Clients until they are without symptoms.
- B. Contractor must ensure that notices of nondiscrimination policies are posted in conspicuous places that are available to all employees and applicants. Proof of these policies and notices must be made available upon request.
- C. Contractor must notify Adult Protective Services and GNRC about any potentially unsafe or hazardous conditions, or suspicions of abuse, neglect, or exploitation that may place the GNRC Client, case managers, aides, or any other person in imminent danger.
- D. Contractor must implement a plan to address how clients will be served and the procedures that must be instituted in the event an emergency or disaster occurs. This

plan must include protocols for communicating with workers and regarding how clients will be assisted during an emergency or unexpected event. Contractor must ensure all staff have a copy of and an understanding of this plan.

- E. Contractor must:
1. Inform older individuals and their family caregivers of their right to file a grievance if they are dissatisfied with or denied services related to this Contract
 2. Provide them with a copy of GNRC's required grievance procedures; and
 3. Follow the GNRC-required grievance procedures.
- F. Contractor must comply with the administrative, program, and fiscal requirements contained in the applicable SUA policies, procedures, and Program Instructions, as well as any applicable federal, state, and local civil rights rules and regulations.

2.0. PERSONNEL

2.1. BACKGROUND CHECKS

- A. Contractor must complete background checks on employees, subcontractors, and volunteers as required by TCA § 52-2-1002 or any successor authority. Required background checks must be conducted prior to the employee, subcontractor, or volunteer having direct contact with or assuming direct responsibility for the GNRC Client. "Direct responsibility" includes anyone who supervises persons who have direct contact with GNRC Clients, even if the supervisors themselves do not have direct contact.
- B. Contractor must document and maintain personnel files for each Contractor staff or volunteer who has access to GNRC Client information or who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of GNRC Clients in their homes. At minimum, personnel files must contain the following:
1. Confidentiality statement, renewed and signed annually
 2. Current job description
 3. Results of any required background checks
 4. Results of any other requested checks
 5. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by Contractor.
 6. Evidence of orientation and training

2.2. KEY PERSONNEL

Contractor must designate a responsible supervisor by name and title for contracted service activities who must ensure that services are provided on a day-to-day basis according to the Contract, relevant governing authority, and Provider Authorization/Notification of Change documents.

2.3. TRAINING

- A. Contractor staff and volunteers must participate in training relevant to their major job responsibilities and in GNRC- and SUA-designated training, which includes Title VI training, when appropriate.

- B. Contractor’s Designee must attend and participate in the annual mandatory training, which includes Title VI training, hosted by GNRC, when appropriate.

2.4. PERSONNEL CONDUCT

- A. Contractor must not collect any GNRC Client’s Social Security number.
- B. Contractor must ensure that all staff and volunteers display proper identification when entering GNRC Clients’ homes in an official capacity. Proper identification is either:
 - 1. A photo ID issued by Contractor that identifies the name of Contractor and the name of the staff or volunteer; or
 - 2. A Contractor-issued identification (such as a business card) presented with a valid state-issued photo ID (such as a driver’s license).
- C. Contractor staff or volunteer(s) must not pay bills, cash checks, or in any way handle GNRC Clients’ money without prior approval of staff or volunteer’s supervisor. All transactions involving GNRC Clients’ money must be documented using a standardized form, which includes, at minimum, the name of the worker(s), purpose of errand, dollar amount given to worker, and the signatures of the worker and the GNRC Client. The GNRC Client must receive a copy of the form. A receipt including a specific notation of the amount of change returned to the GNRC Client must also be provided to the client, with a copy kept by Contractor.
- D. Contractor staff or volunteer(s) must not solicit or accept gratuities, favors, or anything of monetary value from a GNRC Client.
- E. Contractor staff or volunteer(s) must not offer for sale any type of merchandise or service to any GNRC Client; nor may they seek to encourage the acceptance of any particular belief or philosophy by any GNRC Client.

3.0. SECURITY

Contractor must treat all participant information as confidential as described in the Contract, including without limitation sections D.21 and D.23 of the Contract. Contractor must ensure that participant information is filed securely and accessed or shared according to the minimum necessary rule.

4.0. SERVICES

4.1. DIRECT SERVICES PROVIDED

- A. Contractor must provide the services marked by an “x” in the following categories.

X	Service
X	Hot Home-Delivered Meal (1 meal)
X	Frozen/Shelf-Stable Home-Delivered Meal (1 meal)
X	Liquid Nutrition Supplement (1 meal equivalent)

- B. Contractor must provide quarterly Nutrition Education to all GNRC Clients (at least 1 session/education material per GNRC Client per quarter).
- C. Contractor must offer Nutrition Counseling to all GNRC Clients who are identified by GNRC as “high risk.” Nutrition Counseling must also be made available to any participant upon request. All Nutrition Counseling must be conducted by a Registered Dietitian (RD) or Individual with Comparable Expertise (ICE).

4.2. CONDUCTING SERVICES

- A. Services under this Contract must be provided only to individuals who have been determined by GNRC to meet eligibility criteria and are authorized to receive services.
- B. Services must begin within five business days of the receipt of the Provider Authorization by Contractor. Contractor must notify GNRC immediately if services cannot begin within the specified timeframe for any reason.
- C. GNRC Clients must not be denied or limited services because of their income or financial resources. Distance from Contractor must not be used to deny services as this practice violates the mandate for special emphasis to rural residents, residents with disabilities and isolated individuals.
- G. Contractor must consult a Dietitian or Individual with Comparable Expertise (ICE) for the provision of nutrition education and menu analysis.
- H. Contractor must maintain food at safe and appropriate temperatures and limit the amount of time meals spend in transit before consumed.
- I. Contractor must ensure that nutrition services meet all food safety standards and comply with local health department regulations. Contractor must ensure that all foods are kept within the temperature guidelines established by the Tennessee Department of Health.
- J. Meals provided by Contractor must comply with the most recent Dietary Guidelines for Americans (DGAs) published by the Secretary of Health and Human Services and the Secretary of Agriculture, and contain:
 - 1. A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, for the provision of one meal daily;
 - 2. Minimum of 66 2/3 percent of DRIs for the provision of two meals daily; or
 - 3. 100 percent of DRIs for the provision of three meals daily.
- K. Contractor, upon identifying additional needs or change in circumstances of a GNRC Client, must ensure that that GNRC Client is referred to GNRC for additional assessment.
- L. Contractor must maintain a copy of all current Food Service Establishment Inspection Reports completed by state and local health department staff for each food preparation site and food service subcontractor used in the nutrition program. Contractor assures that any corrective actions recommended by the state or local officials will be resolved in a timely manner.
- M. **Home Delivered Meals** must be served to eligible homebound or frail older adults and must be delivered to the person's place of residence. In some cases, the persons' live-in caregiver may also receive home-delivered meals.
- N. **Liquid Nutrition** supplements must be served in such quantity to be nutritionally equivalent to a home-delivered meal. Provision of liquid nutrition supplements to any GNRC Client requires a doctor's authorization, which must be updated biannually.

4.3. SERVICE REPORTING AND TIMELINES

- A. Contractor must have methods and procedures in place for the collection and reporting of individual-specific data, including but not limited to rosters and invoices, and provide to GNRC on or before the fourteenth day of the month following the month being reported.

- B. Each month, Contractor must enter information related to the GNRC Clients into the SUA Database and submit verification reports to GNRC. This must be done by the fourteenth day of the following month unless otherwise permitted in writing by GNRC.
- C. If Contractor observes any changes in an individual's condition, health, or needs, Contractor must provide a written report to GNRC within five business days of observation.
- D. Contractor must follow GNRC procedures for reporting units of service and adjustment to units and charges for the delivery of services in the event an error is identified.
- E. Contractor is responsible for ensuring the accuracy of reports, units of service, and clients served monthly.
- F. Contractor must notify GNRC in writing immediately if a home-delivered meal participant is not home and did not provide notice to Contractor of the expected absence.

4.4. **MISSED SERVICES**

Contractor may not charge for missed visits. Contractor must track and report missed visits to GNRC within five business days of the missed visit and provide the date, time, and reason for the missed visit. An excessive number of missed visits may result in cessation of services.

4.5. **SERVICE RECORD KEEPING**

Contractor must retain records as detailed in section E.9 of the Contract.

5.0. **GNRC-FURNISHED RESOURCES**

- A. GNRC will provide Provider Authorizations electronically to Contractor through the SUA Database.
- B. GNRC will provide Client Information Sheets to Contractor electronically upon request.

6.0. **QUALITY ASSURANCE**

Quality Assurance (QA) is an ongoing process that involves GNRC, GNRC Clients, the SUA, and Contractor. The purpose of QA is to ensure that all service consumers receive appropriate care from qualified providers so that they may continue to live safely within their home and community. GNRC QA staff review documents for accuracy, calculate the volume of services provided, and monitor for compliance with contractual, federal and state quality standards. GNRC QA staff frequently communicate with Contractor to offer program orientation, recurring training, schedule monitoring, and review incident or complaint reports involving Contractor. GNRC Clients are surveyed for their satisfaction with the services provided, the results of which inform changes when feasible.

- A. Contractor must respond to requests for information from GNRC and the SUA in a timely manner.
- B. Contractor will be subject to an in-person program monitoring visit at least once annually. Contractor is required to submit all requested documents electronically prior to the onsite visit. Any findings of noncompliance issued by GNRC will require Contractor to submit an acceptable and detailed Plan of Compliance.

GNRC reserves the right to conduct additional visits as necessary to assist Contractor in achieving and maintaining compliance with the required standards. Failure to cooperate with the monitoring process may result in the termination of the Contract.

Attachment B

**Pay Rate Table for Metropolitan Government of Nashville and Davidson County - Social Services
NUTRITION SERVICES FOR OLDER OR DISABLED ADULTS THROUGH IN-HOME SERVICES
PROGRAMS**

Older Americans Act and State OPTIONS Programs

Service	Unit	Pay Rate (per one Unit)
Hot Home-Delivered Meal	One Meal	\$8.00
Frozen/Shelf-Stable Home-Delivered Meal	One Meal	\$7.00
Liquid Nutrition Supplement	One Meal Equivalent	\$7.00

The program under which services are to be provided will be determined by GNRC based on client eligibility and funding availability.

Attachment C

Federal Award Identification Worksheets for Metropolitan Government of Nashville and Davidson County - Social Services

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2401TNOAFC-02
Federal award date	03/22/2024
Subaward Period of Performance Start and End Date	7/1/2024
Subaward Budget Period Start and End Date	6/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.052
Grant contract's begin date	7/1/2024
Grant contract's end date	6/30/2025
Amount of federal funds obligated by this grant contract	See C.1 Estimated Liability & Attachment B
Total amount of federal funds obligated to the subrecipient	See C.1 Estimated Liability & Attachment B
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$761,500
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIE Family Caregiver
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450, Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

Subrecipient's (Contractor) name (must match name associated with its Unique Entity Identifier (SAM) or FEIN)	Metropolitan Government of Nashville and Davidson County - Social Services
Subrecipient's Unique Entity Identifier (SAM) or FEIN	62-0694743
Federal Award Identification Number (FAIN)	2401TNOASS-02
Federal award date	03/22/2024
Subaward Period of Performance Start and End Date	7/1/2024
Subaward Budget Period Start and End Date	6/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.044
Contract begin date	7/1/2024
Contract end date	6/30/2025
Amount of federal funds obligated by this Contract	See C.1 Estimated Liability & Attachment B
Total amount of federal funds obligated to the subrecipient	See C.1 Estimated Liability & Attachment B
Total amount of the federal award to the pass-through entity (GNRC)	\$1,878,300
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	IIIB Support Services
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration for Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Name of pass-through entity	Greater Nashville Regional Council
Name and contact information for the pass-through entity awarding official	Michael Skipper, Executive Director 44 Vantage Way, Ste 450 Nashville, TN 37228
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

Attachment D

This document must be signed and submitted semi-annually, as detailed in E.11 of the Contract.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	2025-21B
CONTRACTOR LEGAL ENTITY NAME:	Metropolitan Government of Nashville and Davidson County - Social Services
EMPLOYER IDENTIFICATION NUMBER:	62-0694743

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION