## **GRANT SUMMARY SHEET**

Grant Name:	GNRC Nutrition and Transportation Program 24
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:	\$911,686.00
Cash Match Amount	\$81,459.22
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 FY2024.

## Plan for continuation of services upon grant expiration:

None

#### DocuSign Envelope ID: 3D4B002E-DEB8-4596-92C5-7E7EC1075450

#### Grants Tracking Form

Part One										
Pre-Ap	plicatio	n O	Application	)	Award Accept	ance Cor	ntract Amendn	nent O		
	Depar	tment	Dept. No.			Contact			Phone	Fax
SOCIAL SER	VICES	-	037	Andrew Sullivan	1				862-6406	
Grant N	lame:		<b>GNRC</b> Nutrition	and Transportat	ion Program 24					
Granto	r:		U.S. DEPARTMENT OF	HEALTH AND HUMAN	SERVICES	•	Other:			
Grant P	Period F	rom:	07/01/23	]		nticipated Application	Date:			
Grant P			06/30/24			pplication Deadline:				
Funding				<b>▼</b>		Multi-Department	t Grant		<ul> <li>If yes, list be</li> </ul>	low
Pass-Th			FED PASS THRU			Outside Consulta				10 .
Award			GREATER N'VILLE REG			Total Award:	in Flojeci.	□ \$911,686.00	_	
Status:			COMPETITIVE	-		Metro Cash Matc	h:	\$81,459.22	-	
Metro C			CONTINUATION	-		Metro In-Kind Mate		\$709,600.00	-	
CFDA #		y.	Est. Prior. 93.044	•		Is Council approv				
Project		ntion:	93.044	J		Applic. Submitted Ele	-			
			trition and Trans	nortation Grant F		Services has had w			is grant provides	meals for the
				•	•	ut Nashville. This is			<b>U</b> 1	
	-		-		-					
							1			
	r contin	nuation of serv	ice after expirat	tion of grant/Bu	dgetary Impact	:				
None										
		Determined?		1			1			
Fixed A			\$0.00	or	10.0%	% of Grant		Other:		
			ns of determini							
Metro is	only red	quired to Match	10% of the gran	t but has historic	ally matched m	uch more than nee	ded. With all th	e staff for the nut	trion program bei	ng Metro
funded v	ve will e	asily meet the r	natch for the gra	nt						
E 41										
				local Metro ca						
		epartment bud	get?		N/A	Fund	10101		371223	300
Is not b							ed Source of	Match:		
	e Match	n Amount & So	urce for Remain	ning Grant Year	s in Budget Be	low)				
Other:										
1		Es the grant wi			0.00	Actual number of		ded:	0.00	
		Indirect Cost R	Rate			Indirect Cost of G			\$347,302.90	
*Indired	ct Costs	s allowed?	🔾 Yes 💿 No	% Allow.	0.00%	Ind. Cost Request	ted from Grant	tor:	\$0.00	in budget
*(If "No",	please	attach documer	ntation from the	grantor that indire	ect costs are no	t allowable. See Ins	tructions)			
Draw d	own all	owable? 🔤								
Metro o	or Comr	munity-based F	Partners:							
	_									
					Part T					
			1		G	rant Budget				
Budget	Metro	Federal			Local Match	Match Source	Local Match	Total Grant	Indirect Cost	Ind. Cost
Year	Fiscal	Grantor	State Grantor	Other Grantor	Cash	(Fund, BU)	In-Kind	Each Year	to Metro	Neg. from
	Year					(******, = 2)				Grantor
Yr 1	FY24	\$0.00	\$0.00	\$911,686.00	\$81,459.22	37122300	\$709,600.00	\$1,702,745.22	\$347,302.90	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5				1						

Total \$0.00 \$911,686.00 \$81,459.22 \$709,600.00 \$1,702,745.22 \$0.00 Date Awarded: Tot. Awarded: \$911,686.00 Contract#: 2426-21 07/10/23 (or) Date Denied: Reason: (or) Date Withdrawn: Reason:

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

JP

\$347,302.90

\$0.00

Rev. 5/13/13 5673

GCP Received 07/10/2023

GCP Approved 07/11/2023

THE SOLUTION AGRICULT	IRE SHI	rsement	grant contract with a	NT CONTRAC federal or Tennessee		governmental entity or their	
Begin Dat	e	End Da	te	Agency Tracking #		Contract #	
	7/1/2023		6/30/2024	MSS	S-G	2426-21	
Grantee L	egal Entity Name.						
Metro	politan Governm	ent of N	lashville and Davi	dson County - Socia	al Sei	rvices	
	ent or Recipient ubrecipient		Assistance Listing 93.044 (III-B), 93.	Number 052 (III-E),  93.045 (II	II-C),	93.053 (NSIP)	
	ecipient		Grantee's fiscal ye	ar end June 3	0		
adults Funding - FY			Interdepartmental	Other	-	FAL Grant Contract	
2024	\$911,6		·····			\$911,686.00	
TOTAL:	TOTAL:         \$911,686.00         \$ 0.00         \$ 0.00         \$ 911,686.00						
<u> </u>	election Process Su	mmary	RFP was issued a	nd proposals evaluated	and so	cored to determine selection	
Non-o	competitive Selection	n					

## GRANT CONTRACT # 2426-21 BETWEEN GREATER NASHVILLE REGIONAL COUNCIL AND

#### **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES**

This Grant Contract, by and between Greater Nashville Regional Council, a Tennessee governmental entity ("Agency" or "GNRC"), and Metropolitan Government of Nashville and Davidson County - Social Services ("Grantee"), is for the provision of nutrition services for older or disabled adults and transportation services for older adults, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Entity Type: Government Grantee FEIN: 62-0694743

#### 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. This Grant Contract is a reimbursement grant for a maximum dollar amount based upon an approved budget. A reimbursement grant provides funding to the Grantee after expenses have been incurred. The Grantee is expected to have the capabilities to fund activities pursuant to this Grant Contract upfront and submit reimbursement requests the month following the expenditures for which reimbursement is requested. Grantees must follow state and federal guidance on allowable expenses and certain procedures to obtain the reimbursement pursuant to this Grant Contract. Reimbursements are provided after the Grantee submits sufficient documentation, as requested by the Agency, to verify expenses incurred. Requests for reimbursement shall be submitted by the Grantee no later than the 8th of each month and will reflect expenses incurred the prior month. The format for submissions shall be in the format specified by the Agency, as may be amended from time to time.
- A.3. In the event of conflict between or among this Grant Contract, State Unit on Aging (SUA) policy, and/or the Agency's Updated Area Plan, this Grant Contract controls.
- A.4. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the Agency grant proposal solicitation, if any, including any amendments;
  - c. the Grantee's response to the Agency's solicitation.
- A.5. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.6. <u>Nutrition Services.</u> In regard to the administration of the Nutrition Program, the Grantee will perform or cause to be performed each of the following:
  - a. Comply with the program guidelines contained in the Tennessee Commission on Aging and Disability, Program and Policy Manual, Chapter 7 as well as any relevant federal and state laws, rules, and regulations.

- b. Consult with a Dietitian or Individual with Comparable Expertise (ICE) for the provision of nutrition education and menu analysis.
- c. Serve and deliver Home Delivered Meals to eligible homebound persons and their caregivers and deliver at the person's place of residence. These meals must be appealing to program participants, meet 33 1/3 percent of the dietary reference intakes (DRIs), and comply with the current Dietary Guidelines for Americans (DGAs).
- d. Serve Congregate Meals to eligible persons at a nutrition site, senior center, or some other congregate setting. These meals must be appealing to program participants, meet 33 1/3 percent of the DRIs, and comply with the current DGAs.
- e. Serve liquid nutrition supplements to eligible persons in such quantity to be nutritionally equivalent to a congregate or home-delivered meal. Liquid nutrition supplement must be provided only with a doctor's authorization that is updated biannually.
- f. Ensure that nutrition services meet all food safety standards and comply with local health department regulations. Every precaution will be taken to ensure that all foods are kept within the temperature guidelines established by the Tennessee Department of Health.
- g. Refer participants with additional needs or changes in circumstances to the Agency.
- h. Notify the Agency in writing immediately if the Grantee becomes aware that resource constraints or other issues will require the establishment of a waitlist, participation caps, or other reduction or modification in meal service.
- i. Notify the Agency in writing within one (1) business day if a meal site is closed, a new meal site is opened, or any other significant operational changes regarding meal sites occurs, such as temporary closure or reduction in numbers of days of operation during the week. The notification must include the name of the site, address, telephone number, contact person and county location and a detailed description of the change and reasoning for the change. The Grantee will keep a record of the notice and the acknowledgement of the notice by the Agency.
- j. Conduct program outreach to individuals in greatest social and economic need with particular attention to those who are low-income, minority, frail, or homebound or otherwise isolated.
- k. Internally monitor all operations using monitoring tools approved by the State Unit on Aging as outlined in all applicable State Unit on Aging policies, procedures, and Program instructions. Identified issues will be remedied immediately.
- I. The Grantee may design and, upon approval by the Agency and State Unit on Aging, implement an alternative nutrition program using up to 10% of the nutrition funding on innovative nutrition services.
- m. Retain records for five years plus the current year.
- Nutrition Service Incentive Program (NSIP) funds will only be used for the purchase of domestically produced foods to be used in NSIP eligible congregate and home-delivered meals.
- o. Submit financial reports to the Agency monthly by the 8th day of the month following the end of the month being reported.

- p. Enter program, service delivery per participant, and participant data, together referred to as "Nutrition Data," as required on program-specific forms, monthly into the Mon Ami Aging and Disability Database on or before 11:59 p.m. on the 14<sup>th</sup> of the month following the month being reported.
- q. Submit verification reports, including required support documentation, to the Agency by 11:59 p.m. on the 14th of the month following the completed month.
- r. If Grantee does not provide Nutrition Data appropriately, Grantee will have a one-time grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's non-compliance will be treated as if it is a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfill its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

(1) upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Grantee will pay GNRC 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely.

The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses. GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimis errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimis error.

- s. Attend meetings or workshops sponsored by the Agency and the Tennessee Commission on Aging and Disability, where appropriate.
- t. Request and receive advance written approval from the Agency prior to any holiday closures. Holidays observed by the State of Tennessee and for which state offices are closed are preapproved.
- Make nutrition services available during the following days and times, unless closed for a permitted holiday:
   Monday Friday, 8:00 a.m. 4:30 p.m.
- v. Provide nutrition services to eligible persons in the following counties: Davidson

[THIS SPACE INTENTIONALLY BLANK]

w. Provide only the services marked with an X in the following table to, at a minimum, the unduplicated number of people indicated next to the checked item along with providing, at a minimum, the units of services (defined in the service category as either a meal, a contact, a screening, or a trip):

x	Service	Minimum Units of Service
x	<ul> <li>Congregate Meal (1 meal) – Provision of a meal to an eligible person at a nutritional meal site, senior center, or some other congregate setting. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: <ul> <li>if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences</li> <li>if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA.</li> <li>if three meals are served, the meals together must provide 100 percent of the current daily RDA.</li> </ul> </li> </ul>	51,962
x	<ul> <li>Hot Home-Delivered Meal (1 meal) Provision of a hot meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: <ul> <li>if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences</li> <li>if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA.</li> <li>if three meals are served, the meals together must provide 100 percent of the current daily RDA.</li> </ul> </li> </ul>	28,598
x	<ul> <li>Frozen/Shelf-Stable Home-Delivered Meal (1 meal) – Provision of a frozen or shelf-stable meal to an eligible person at the client's place of residence. This meal must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: <ul> <li>if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences</li> <li>if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA.</li> </ul> </li> </ul>	26,741

x	Service	Minimum Units of Service
x	<ul> <li>Liquid Nutrition Supplement (1 meal equivalent) – Provision of a dietary supplement provided to an eligible and qualified individual unable to consume a regular congregate or home-delivered meal. Liquid nutrition services may only be provided with a doctor's authorization updated biannually. Liquid nutrition supplements must comply with the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture and meet the following RDA requirements: <ul> <li>if one meal is served, the meal must provide a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences</li> <li>if two meals are served, the meals together must provide a minimum of 66 and 2/3 percent of the current daily RDA.</li> <li>if three meals are served, the meals together must provide 100 percent of the current daily RDA.</li> </ul> </li> </ul>	No minimum; as needed
x	<b>Nutrition Education (1 session/education material per participant)</b> Provision of a program or educational material to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise.	Per Participant
x	<b>Nutrition Counseling (1 session per participant)</b> Provision of one-on- one advice and guidance to individuals who are at nutritional risk because of their nutritional history, current dietary intake, medication use, or chronic illnesses about options and methods for improving their nutritional status. This service must be provided by a licensed registered dietitian.	No minimum; as needed
x	Nutrition Outreach (1 Contact) – Provision of activities designed to identify and provide one-on-one contact with isolated older persons or their caregivers who have unmet service needs and to assist them in gaining access to appropriate services. This service must be delivered by agencies designated by the Agency; designated agencies will have a defined responsibility and trained staff specifically assigned to provide this service. Note: The service units for outreach are individual, one-on-one contacts between a service provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregivers (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a unit of service.	No minimum; as needed
	<b>Congregate Transportation (1 One Way Trip)</b> – Provision of transportation to and from a congregate nutrition site. Does not include any other activity.	

A.7. <u>Transportation Services</u>. The purpose of the transportation service is to provide a means of transportation for persons aged 60 and older who require help in going from one location to another. The Grantee provides the driver, who may use a personal or Grantee-provided vehicle. Transportation resources are needed to meet activities of daily living, including but not limited to, shopping for groceries and other needs, medical and other health care related appointments, pharmacies, meal sites, and socialization. The Grantee will perform or cause to be performed each of the following:

- a. Comply with the program guidelines contained in all applicable State Unit on Aging policies, procedures, and Program Instructions, as well as any relevant federal and state laws, rules, and regulations.
- b. In the event all participants requesting service cannot be served, prioritize essential services such as medical appointments and visits to nutrition sites.
- c. Ensure that drivers and passengers will wear seatbelts in accordance with the Tennessee seat belt law.
- d. Ensure that drivers and passengers comply with state governing law, statutes, policies, and regulations.
- e. In addition to general training requirements, provide drivers with at least one annual inservice training as specified in a written training plan which will include these topics:
  - (1) Medical emergencies: CPR, first aid, accident procedures;
  - (2) Passenger relations;
  - (3) Passenger assistance;
  - (4) Special skills or knowledge for transporting special populations, such as dialysis patients; and,
  - (5) Operation of special equipment such as wheelchair lifts or ramps.
- f. Follow and document a regular vehicle maintenance program which includes maintenance of safety equipment.
- g. Establish and follow an accident review process which includes documentation of action taken and final conclusion.
- h. Maintain participant information at the dispatch sites, including:
  - (1) General information regarding the participant, including directions to the home, if necessary;
  - (2) Special limitations or handicap as defined by Section 504 of the Rehabilitation Act of 1973; and
  - (3) Emergency information.
- i. Ensure that transportation program vehicles are not to be used in lieu of emergency medical transportation.
- j. Retain records for five years plus the current year.
- k. Submit an annual report to the Agency by August 1 of each year.
- I. Provide the services marked in the following categories:

Х	Service - definition
Х	Assisted Transportation (One Way Trip) - Provision of transportation and
	assistance, including escort, for a person who has difficulties (physical or cognitive)
	using regular vehicle transportation.
Х	Transportation (One Way Trip) - Provision of transportation for a person who
	requires help in going from one location to another using a vehicle. Does not include
	any other activity.

- m. Provide transportation services to eligible persons in the following counties: Davidson
- n. Request and receive advance written approval from the Agency prior to any holiday closures. Holidays observed by the State of Tennessee and for which state offices are closed are preapproved.
- Make Transportation Services available during the following days and times, unless closed for a permitted holiday: Monday - Friday, 8:00 a.m. - 4:30 p.m.
- p. Participants of the transportation service will not be charged a fee but can be provided an opportunity to make a contribution for service.
- q. Submit financial reports and Invoices for Reimbursement (IFRs) to the Agency monthly on or before the 8<sup>th</sup> day of the month following the month being reported.
- r. Collect participant information using the questions on the Participant Registration Form (PRF) and maintain service delivery program information. Together, participant information and service delivery program information are referred to as "Transportation Data."
- s. Enter Transportation Data into the State Unit on Aging-approved database and submit verification reports to the Agency by 11:59 p.m. on the 10th of the following month unless otherwise permitted in writing by the Agency.
  - (1) If the Grantee has received written permission from the Agency to submit data directly to Agency, all data and required documentation will be submitted monthly to the Agency via email by 11:59 p.m. on the 8<sup>th</sup> day of the following month.
- t. If Grantee does not provide Transportation Data appropriately, Grantee will have a onetime grace period of five days that begins without the necessity of notice from GNRC. During the grace period, the Grantee must enter the required data in the database and submit to GNRC a compliance plan detailing the corrective action the Grantee will undertake to ensure that there are no additional failures to make timely and accurate reports. If the Grantee does not comply during the grace period, then the Grantee's noncompliance will be treated as if it a second event of non-compliance, and the liquidated damages described below will apply.

Time is of the essence with respect to the Grantee's obligations under this Grant Contract, and it is a material term of this Grant Contract that the Grantee timely fulfills its programming and reporting obligations. The Grantee understands that its failure to follow these requirements would damage GNRC and jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, the parties agree that following liquidated damages provisions are not penalties and should apply to this contract:

(1) upon the second event of non-compliance with reporting obligations and for each subsequent event of non-compliance, Contractor will pay GNRC one-twelfth of the amount it would otherwise be owed for providing services during the month for which the data was untimely.

The liquidated damages may be withheld by GNRC from any payment to Grantee, and damages will be cumulative for subsequent offenses. GNRC reserves all other rights to address Grantee non-compliance.

GNRC, in its sole reasonable discretion, will consider waiving damages for good faith, de minimis errors in data reporting such as typographical matters. The failure to enter and submit reports in the required categories or fields does not constitute a de minimis error.

u. Strive to target services and programming to meet the needs of older persons with the greatest economic or social need. The following is an estimate for yearly service delivery and targeting:

	Approximate # of Individuals Aged 60+ to be Served Yearly	Average # of Rides
Total Unduplicated Individuals	75	200
Low Income	35	100
Low Income Minority	35	100
Rural	0	0
English Limitation	5	13

#### B. TERM OF GRANT CONTRACT:

B.1. <u>Term.</u> This Grant Contract shall be effective for the period beginning on July 1, 2023, ("Effective Date") and ending on June 30, 2024 ("Term"). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

## C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the Agency under this Grant Contract exceed Nine Hundred Eleven Thousand, Six Hundred and Eighty-Six Dollars (\$911,686.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget lineitems include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. <u>Payment Methodology</u>. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the Agency by the 8th of the month, no less frequently than quarterly and no more frequently than monthly, and, if a separate final invoice is going to be submitted, the Grantee shall submit an estimated final invoice by the 8th of the month following the expiration of the contract. Invoices should include all necessary supporting documentation and be presented to:

Accounting@gnrc.org

- 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 Agency).
  - (5) Grantor: Greater Nashville Regional Council.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.

i.

- (8) Grantee FEIN 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:
  - 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 Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the Agency. The Grantee will submit an estimated final invoice within eight (8) days of the Contract end date.
  - a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Agency pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- C.8. <u>Indirect Cost</u>. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the 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 Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or related matter. A payment by the 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. <u>Non-allowable Costs</u>. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

- C.12. <u>Agency's Right to Set Off.</u> The 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 Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the 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 Agency the 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. <u>Required Approvals</u>. The Agency is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. <u>Modification and Amendment</u>. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The Agency 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 Agency. The Agency 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 Agency 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 Agency is liable shall be determined by the Agency. 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 Agency's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the Agency 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 Agency's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee or the Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Agency:

Michael Skipper, Executive Director cc: Sara Fowler, Director of Aging and Disability Services Greater Nashville Regional Council 44 Vantage Way, Ste 450, Nashville, TN 37228 mskipper@gnrc.org cc: sfowler@gnrc.org Telephone # 615-862-8828 FAX # 615-246-2688 The Grantee:

Greg Perry, Program Manager Metropolitan Government of Nashville and Davidson County - Social Services 800 2nd Avenue North, Suite 100, Nashville, TN 37201 Gregory.perry@nashville.gov Telephone # 615-862-6481 FAX # 615-862-6404

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

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

- D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. 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 Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. <u>Nondiscrimination</u>. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The Agency 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 Agency 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 Agency, including cooperation and coordination with Agency 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 Agency 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 Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or

if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

D.12. <u>Public Accountability</u>. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the Agency, 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 Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

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

The records shall be maintained in accordance with the 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 Agency, the State Unit on Aging, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Agency, the State Unit on Aging, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic progress reports to the Agency as requested.
- D.18. <u>Annual and Final Reports</u>. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract 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 Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.
- D.19. <u>Procurement</u>. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.20. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.21. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.22. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency 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 Agency'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.23. 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 Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency 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 Agency 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 Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.24. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.25. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.26. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.27. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <u>http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl</u>

- D.28. <u>Governing Law</u>. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.29. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.30. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. <u>Debarment and Suspension</u>. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

regardless of form, medium or method of communication, provided to the Grantee by the Agency or acquired by the Grantee on behalf of the Agency 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 Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

## E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Work Papers Subject to Review</u>. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. <u>Drug-Free Workplace</u>. 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.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws, Grantee shall, and shall cause its employees, agents and representatives to; (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees. agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the Agency any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the

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

- E.5. <u>Equal Employment Opportunity.</u> During the performance of this Grant Contract, the Grantee agrees as follows:
  - a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the provisions of this Section E(5)(a)-(h) in every subcontract or purchase order (which consists of a portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of section 204 of Executive Order 11246) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.
- i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.6. <u>Federal Funding Accountability and Transparency Act (FFATA)</u>. This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the Agency as required.

The Grantee shall comply with the following:

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 C.F.R. §229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

- E.7. <u>Clean Air Act and Federal Water Pollution Control Act</u>. As a condition for receipt of funds, the Grantee 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.8. <u>Transfer of Grantee's Obligations</u>. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.9. <u>Equal Opportunity.</u> As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

## AGREED:

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY - SOCIAL SERVICES:

See next page

JOHN COOPER, MAYOR

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR

DATE

## SIGNATURE PAGE FOR GRANT NO.<u>GNRC Nutrition &Transportation Program</u> 24

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

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

<u>Renee Pratt</u> Renee Pratt, Executive Director Metro Social Services 7/10/23 Date

7/29/2023 | 10:49 AM CDT

APPROVED AS TO AVAILABILITY OF FUNDS:

kelly Flannery

Kelly Flannery, Director Department of Finance

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Courtney Molian

Metropolitan Attorney

John Cooper Metropolitan Mayor

Metropolitan Clerk

ATTEST:

8/1/2023 | 8:40 AM CDT

Date

Date

8/1/2023 | 8:25 AM CDT

Date

Date

Date

	GRANT BUDGET						
	Transportati	on Services					
-	The grant budget line-item amounts below shall be applicable only to expense incurred during the following         Applicable Period:       BEGIN: July 1, 2023         END: June 30, 2024						
POLICY 03 Object Line-item Reference	Period:     BEGIN: July 1, 2023     END: June 30, 2024       EXPENSE OBJECT LINE-ITEM CATEGORY     GRANT CONTRACT     GRANTEE PARTICIPATION     TOTAL PROJECT						
1.2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00			
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00			
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00			
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00			
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00			
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00			
16	Specific Assistance To Individuals	\$70,000.00	\$7,777.78	\$77,777.78			
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00			
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00			
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00			
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00			
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00			
25	GRAND TOTAL	\$70,000.00	\$7,777.78	\$77,777.78			

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <u>https://www.tn.gov/finance/looking-for/policies.html</u>).
 <sup>2</sup> Applicable detail follows this page if line-item is funded.

## **GRANT BUDGET LINE-ITEM DETAIL:**

Transportation Services

## SPECIFIC ASSISTANCE TO INDIVIDUALS

Transportation Services at \$3.70 per One Unit (Trip) (Average)

TOTAL

\$70,000.00

SOURCE OF FUNDS	GRANT CONRACT AMOUNT (Grantee Participation Not Included)	
Federal Funds		
Title III-B Community Support Services	93.044	\$70,000.00
Title III-C-1 Congregate Meals Service	93.045	\$ 0.00
Title III-C-2 Home Delivered Meals Service	93.045	\$ 0.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$ 0.00
State Funds		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$ 0.00
State Homemaker		\$ 0.00
State Caregiver		\$ 0.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
	TOTAL	\$70,000.00

	GRANT BUDGET							
	Nutrition Services							
-	The grant budget line-item amounts below shall be applicable only to expense incurred during the followingApplicable Period:BEGIN: July 1, 2023END: June 30, 2024							
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT				
1.2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00				
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00				
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00				
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00				
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00				
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00				
16	Specific Assistance To Individuals	\$805,686.00	\$73,681.44	\$879,411.00				
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00				
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00				
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00				
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00				
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00				
25	GRAND TOTAL	\$805,686.00	\$73,681.44	\$879,411.00				

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <u>https://www.tn.gov/finance/looking-for/policies.html</u>).
 <sup>2</sup> Applicable detail follows this page if line-item is funded.

# GRANT BUDGET LINE-ITEM DETAIL:

Nutrition Services

SPECIFIC ASSISTANCE TO INDIVIDUALS		
Congregate Meals at \$7.50 per One Unit (Meal)		
Hot Home Delivered Meal at \$8.00 per One Unit (Meal)		
Frozen Meal at \$7.00 per One Unit (Meal)		
Emergency Meal at \$7.00 per One Unit (Meal)		
	TOTAL	\$805,686.00

SOURCE OF FUNDS	ALN	GRANT CONRACT AMOUNT (Grantee Participation Not Included)
Federal Funds		
Title III-B Community Support Services	93.044	\$ 0.00
Title III-C-1 Congregate Meals Service	93.045	\$341,463.00
Title III-C-2 Home Delivered Meals Service	93.045	\$321,670.00
Title III-D Disease Prevention and Health Promotion Services	93.043	\$ 0.00
Title III-E National Family Caregiver Support Program	93.052	\$ 0.00
Title VII Long-Term Care Ombudsman Program	93.042	\$ 0.00
Title VII Elder Abuse Prevention Program	93.041	\$ 0.00
Nutrition Services Incentive Program (NSIP)	93.053	\$96,503.00
State Funds		
State Senior Centers Operations		\$ 0.00
State Home delivered Meals		\$37,550.00
State Homemaker		\$ 0.00
State Caregiver		\$8,500.00
State Guardianship		\$ 0.00
State HCBS/Options for Community Living Program		\$ 0.00
	TOTAL	\$805,686.00

GRANT BUDGET							
In-Home Services							
The grant budget line-item amounts below shall be applicable only to expense incurred during the followingApplicable Period:BEGIN: July 1, 2023END: June 30, 2024							
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT			
1. 2	Salaries, Benefits & Taxes	\$ 0.00	\$ 0.00	\$ 0.00			
4, 15	Professional Fee, Grant & Award	\$ 0.00	\$ 0.00	\$ 0.00			
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 0.00	\$ 0.00	\$ 0.00			
11. 12	Travel, Conferences & Meetings	\$ 0.00	\$ 0.00	\$ 0.00			
13	Interest	\$ 0.00	\$ 0.00	\$ 0.00			
14	Insurance	\$ 0.00	\$ 0.00	\$ 0.00			
16	Specific Assistance To Individuals	\$36,000.00	\$ 0.00	\$36,000.00			
17	Depreciation	\$ 0.00	\$ 0.00	\$ 0.00			
18	Other Non-Personnel	\$ 0.00	\$ 0.00	\$ 0.00			
20	Capital Purchase	\$ 0.00	\$ 0.00	\$ 0.00			
22	Indirect Cost	\$ 0.00	\$ 0.00	\$ 0.00			
24	In-Kind Expense	\$ 0.00	\$ 0.00	\$ 0.00			
25	GRAND TOTAL	\$36,000.00	\$ 0.00	\$36,000.00			

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <u>https://www.tn.gov/finance/looking-for/policies.html</u>).
 <sup>2</sup> Applicable detail follows this page if line-item is funded.

## GRANT BUDGET LINE-ITEM DETAIL:

In-Home Services

SPECIFIC ASSISTANCE TO INDIVIDUALS		
Congregate Meals at \$7.50 per One Unit (Meal)		
Hot Home Delivered Meal at \$8.00 per One Unit (Meal)		
Frozen Meal at \$7.00 per One Unit (Meal)		
Emergency Meal at \$7.00 per One Unit (Meal)		
TOTAL	\$36,000.00	

## Federal Award Identification Worksheet

Subraginiant's (Crantas) name (must match name	Matropoliton Covernment of Neehville and	
Subrecipient's (Grantee) name (must match name associated with its Unique Entity Identifier (SAM)	Metropolitan Government of Nashville and	
Subrecipient's Unique Entity Identifier (SAM)	Davidson County - Social Services D9NSAAP96ZL6	
Federal Award Identification Number (FAIN)	D3NSAR1 302E0           OAA IIIB: 2301TNOASS-01, 2201TNOASS-02           OAA IIIC-1: 2301TNOACM-01, 2201TNOACM-02           OAA IIIC-2: 2301TNOAHD-01, 2201TNOAHD-02           OAA IIIC: 2301TNOAPH-01, 2201TNOAPH-02           OAA IIIE: 2301TNOAPH-01, 2201TNOAPH-02           OAA IIIE: 2301TNOAFC-01, 2201TNOAFC-02           OAA VII: 2301TNOAFC-01, 2201TNOAFC-02           OAA VII: 2301TNOAOM-01, 2201TNOAFC-02           OAA VII: 2301TNOAOM-01, 2201TNOAOM-02, 2301TNOAEA-01           NSIP: 2301TNOANS-01           ARP IIIB: 2101TNSSC6-01           ARP IIIC-1: 2101TNCMC6-01           ARP IIIC: 2101TNPHC6-00           ARP IIIE: 2101TNFCC6-00           ARP VII: 2101TNOMC6-00	
Federal award date	OAA – 2/13/2023 ARP – 8/17/2022	
Subaward Period of Performance Start and End Date	7/1/2023 - 6/30/2024	
Subaward Budget Period Start and End Date	7/1/2023 - 6/30/2024	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	IIIB 93.044, IIIC 93.045, IIIE 93.052, NSIP 93.053	
Grant contract's begin date	7/1/2023	
Grant contract's end date	6/30/2024	
Amount of federal funds obligated by this grant contract	See Attachment A, Grant Budget	
Total amount of federal funds obligated to the subrecipient	See Attachment A, Grant Budget	
Total amount of the federal award to the pass- through entity (Agency)	\$8,693,335.00	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) Name of federal awarding agency	Older Americans Act & American Rescue Plan Title III-B, Title III-C1, Title III-C2, Title III-E, NSIP, State HDM, State Caregiver, Options, Options 2.0 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. §200.331 for information on type of indirect cost rate)		

# DocuSign

Status: Completed

## **Certificate Of Completion**

Envelope Id: 3D4B002EDEB8459692C57E7EC1075450

Envelope Id. 3D46002EDE66459692C57E7EC107	5450	Status: Completed
Subject: Complete with DocuSign: Social Services	GNRC Nutrition and Transportation Services 24 Read	y.pdf
Source Envelope:		
Document Pages: 35	Signatures: 6	Envelope Originator:
Certificate Pages: 15	Initials: 1	Juanita Paulson
AutoNav: Enabled		730 2nd Ave. South 1st Floor
Envelopeld Stamping: Enabled		Nashville, TN 37219
Time Zone: (UTC-06:00) Central Time (US & Canad	da)	Juanita.Paulsen@nashville.gov
	,	IP Address: 170.190.198.190
Record Tracking		
Status: Original	Holder: Juanita Paulson	Location: DocuSign
7/28/2023 4:04:04 PM	Juanita.Paulsen@nashville.gov	Location. Docusign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and	Location: DocuSign
Storage Appliance Status. Connecteu	Davidson County	Location. Docuoign
Signer Events	Signature	Timestamp
-	orginataro	•
Amanda Brown	AB	Sent: 7/28/2023 4:11:41 PM
Amanda.Brown@nashville.gov		Viewed: 7/28/2023 7:00:53 PM
Security Level: Email, Account Authentication (None)		Signed: 7/28/2023 7:00:59 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	
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Electronic Record and Signature Disclosure: Accepted: 7/28/2023 7:00:53 PM ID: dc821f4a-aec1-48e7-9584-ba967ea839d5		
Aaron Drott		Sent: 7/28/2023 7:01:00 PM
Aaron Pratt	Aaron Prott	
Aaron.Pratt@nashville.gov		Viewed: 7/29/2023 7:47:18 AM
Security Level: Email, Account Authentication (None)		Signed: 7/29/2023 7:47:23 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kelly Flannery		Sent: 7/29/2023 7:47:25 AM
Kelly.Flannery@nashville.gov	kelly Flannery	Viewed: 7/29/2023 10:49:00 AM
Security Level: Email, Account Authentication		Signed: 7/29/2023 10:49:16 AM
(None)		5
	Signature Adoption: Pre-selected Style	
	Using IP Address: 71.150.145.23	
	Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 7/29/2023 10:49:00 AM ID: e2a04285-7c0c-4f24-92eb-8171ab0d1450		
Courtney Mohan		Sent: 7/29/2023 10:49:18 AM
Courtney.Mohan@nashville.gov	Courtney Molian	Viewed: 7/31/2023 4:13:23 PM
	Cond the of the only of the on	
Security Level: Email, Account Authentication (None)		Signed: 8/1/2023 8:25:47 AM
V/	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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balogun.cobb@nashville.gov	Balogun Cobb	Viewed: 8/1/2023 8:39:52 AM
Security Level: Email, Account Authentication (None)		Signed: 8/1/2023 8:40:00 AM
(NOTE)	Signature Adoption: Pre-selected Style	
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Electronic Record and Signature Disclosure: Accepted: 8/1/2023 8:39:52 AM ID: ab9c3787-e54e-4229-a857-cb63c7e8c473		
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
Danielle Godin	COPIED	Sent: 8/1/2023 8:40:01 AM
Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None)	COFILD	Viewed: 8/1/2023 9:35:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer	CODIED	Sent: 8/1/2023 8:40:02 AM
sally.palmer@nashville.gov	COPIED	Viewed: 8/1/2023 8:43:42 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/30/2023 10:55:23 AM ID: 40b08eac-2125-4658-88df-a0ae5b802407		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/28/2023 4:11:42 PM
Certified Delivered	Security Checked	8/1/2023 8:39:52 AM
Signing Complete	Security Checked	8/1/2023 8:40:00 AM
Completed	Security Checked	8/1/2023 8:40:02 AM
Payment Events	Status	Timestamps