

GRANT SUMMARY SHEET

Grant Name: Viral Hepatitis Services 21-23

Department: HEALTH DEPARTMENT

Grantor: TENNESSEE DEPARTMENT OF HEALTH

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

Total Award this Action: \$188,200.00

Cash Match Amount: \$0.00

Department Contact: Brad Thompson
340-0407

Status: CONTINUATION

Program Description:

The purpose of this grant from the Tennessee Department of Health is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance, and linkage to treatment and other supportive services.

Plan for continuation of services upon grant

Services would be discontinued.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	Viral Hepatitis Services 21-23						
Grantor:	TENNESSEE DEPARTMENT OF HEALTH					Other:	
Grant Period From:	07/01/21	(applications only) Anticipated Application Date					
Grant Period To:	06/30/23	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:		\$188,200.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically <input type="checkbox"/>						
The purpose of this grant from the Tennessee Department of Health is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance, and linkage to treatment and other supportive services.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services would be discontinued.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		1.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		24.43%		Indirect Cost of Grant to Metro:		\$45,977.26	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 8.50%		Ind. Cost Requested from Grantor:		\$7,300.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22		\$93,100.00		\$0.00		\$0.00	\$93,100.00	\$22,988.63	\$7,300.00
Yr 2	FY23		\$95,100.00		\$0.00		\$0.00	\$95,100.00	\$22,988.63	\$0.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$188,200.00	\$0.00	\$0.00		\$0.00	\$188,200.00	\$45,977.26	\$7,300.00
Date Awarded:				07/18/22	Tot. Awarded:		\$188,200.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: vaughn.wilson@nashville.govRev. 5/13/13
5481GCP Rec'd
07/28/22GCP Approved
07/29/22

VW



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2021	End Date June 30, 2023	Agency Tracking # 34349-94222	Edison ID		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County Health Department			Edison Vendor ID 4		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		CFDA #			
		Grantee's fiscal year end June 30			
Service Caption (one line only) Viral Hepatitis Program Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022	\$93,100.00				\$93,100.00
2023	\$95,100.00				\$95,100.00
TOTAL:	\$188,200.00				\$188,200.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The metro health department is a governmental entity that has been determined to be capable and willing to provide HIV/STD and Viral Hepatitis services to clients. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Eric Bucholz</i>				CPO USE - GG	
Speed Chart (optional) HL00017616		Account Code (optional) 71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee, Metropolitan Government of Nashville and Davidson County Health Department, hereinafter referred to as the "Grantee," is for the provision of Viral Hepatitis Program Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. This contract is intended to provide State funding through which the Grantee will provide program services aimed at preventing and treating Viral Hepatitis. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. Acute Viral Hepatitis - the early stage of viral infection of the liver caused by one of three different hepatitis viruses (A, B, or C). Signs and symptoms of early (or acute) viral hepatitis include yellowing of the skin or eyes (jaundice), abdominal pain, vomiting, nausea, diarrhea, malaise, grey-colored stools, or dark urine. For hepatitis B virus and hepatitis C virus, acute infection can lead to chronic viral hepatitis infection.
 - b. Adult – any individual aged 18 and older.
 - c. Centers for Disease Control and Prevention (CDC) – a division of the U.S. Department of Health and Human Services.
 - d. Confidential - any Service Recipient who has indicated within that they would not like to be contacted.
 - e. Chronic Viral Hepatitis - a long-term illness that occurs when hepatitis B virus or hepatitis C virus remains in a person's body. Chronic viral hepatitis infection can last a lifetime and lead to serious liver problems, including cirrhosis (scarring of the liver) or liver cancer.
 - f. Hepatitis B Virus (HBV) - a double-stranded deoxyribonucleic acid (DNA) virus in the family Hepadnaviridae and genus Orthohepadnavirus that impacts the liver. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and vaccine-preventable.
 - g. Hepatitis C Virus (HCV) - an enveloped, ribonucleic acid (RNA) virus in the family Flaviviridae and genus Hepacivirus that impacts the liver. It is most commonly transmitted by blood-to-blood contact. It is a bloodborne pathogen and is not vaccine-preventable.
 - h. Human Immunodeficiency Virus (HIV) – an enveloped, ribonucleic acid (RNA) virus in the family Retroviridae and genus Lentivirus that weakens a person's immune system by destroying the white blood cells that fight infection. It is most commonly transmitted by sexual contact but can also be transmitted by contact with other body fluids. It is a bloodborne pathogen and is not vaccine-preventable.

- i. Tennessee Department of Children's Services (DCS) – a Tennessee public child welfare agency who establishes statewide standards of performance that reflect best practices for child welfare.
 - j. Viral Hepatitis - an infection that causes liver inflammation and damage.
- A.3. Service Goals. The goal of the State Viral Hepatitis Program is to implement and coordinate activities and services related to prevention, testing, diagnosis, surveillance, and linkage to treatment and other supportive services.
- A.4. Service Recipients (Clients). Individuals diagnosed with acute HCV infection, residing in the Grantee's geographic boundaries [public health region(s)], regardless of where they were tested; individuals testing HCV RNA-positive at local health department and residing in the Grantee's geographic boundaries; and individuals living with HCV who had a recent live birth and residing in the Grantee's geographic boundaries. If Client is assigned to you and does not reside in your geographical boundaries, please coordinate with the navigator responsible for that area. If the Client assigned to you resides out of state, email the client ID to VH.Health@tn.gov so the Client can be removed from your queue.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to Viral Hepatitis services along the care continuum as follows:
- a. The Grantee agrees to provide Viral Hepatitis Case Navigator (VHCN) services listed below in accordance with the State Viral Hepatitis Program and as outlined in the Tennessee Department of Health's Viral Hepatitis User Guide.
 - (1) Verify that field investigations for cases of acute HBV and acute HCV residing in the Grantee's geographic boundaries, regardless of where they were tested, are completed within 30 days of specimen collection date. This should include completion of the entire Hepatitis Extended tab within the investigation.
 - (2) Verify information (laboratory report and investigation creation or updating) for cases of acute HBV, and chronic HBV cases residing in the Grantee's geographic boundaries, regardless of where they were tested;
 - (3) Development of a region-specific provider directory (detailing HCV, mental health, and substance use disorder treatment providers within a reasonable travel distance of the Grantee's geographic boundaries) and update directory quarterly (January, April, July, October). All directories should be in the format created in 2020, adhere to the directory formatting and expectations, and require minimal editing;
 - (4) Send updated directory to Central Office Viral Hepatitis Prevention and Clinical Coordinator for review and inclusion on SharePoint quarterly (January, April, July, October);
 - (5) Refer non-Confidential Adults with acute HCV-infection residing in the Grantee's geographic boundaries (regardless of where tested), as indicated in a queue populated weekly by the State, to HCV treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
 - (6) Refer non-Confidential Adults testing HCV RNA-positive in health departments residing in Grantee's geographic boundaries, as indicated in a queue populated weekly by the State, to treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals.
 - (7) If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
 - (8) Make contact attempts for at 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a "No Contact Letter" (unless prior approval received from Viral Hepatitis Prevention and Clinical Coordinator to follow a different process);

- (9) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided by the State as outlined by the Viral Hepatitis Prevention and Clinical Coordinator;
 - (10) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipient;
 - (11) Participate in monthly quality assurance calls with Viral Hepatitis Prevention and Clinical Coordinator to review reports submitted to the State;
 - (12) Participate in yearly site visits with Viral Hepatitis Prevention and Clinical Coordinator and Viral Hepatitis Program Director to review scopes;
 - (13) Attend and participate on all Central Office Viral Hepatitis Program webinars;
 - (14) Participate in VHCN trainings as scheduled.
- b. The Grantee agrees to provide perinatal HCV virus navigation services listed below in accordance with the State Viral Hepatitis Program.
- (1) Refer non-Confidential Adults living with HCV-infection who had a recent live birth residing in the Grantee's geographic boundaries (regardless of where tested), populated weekly by the State in the navigator queue, to HCV treatment or other services (e.g., mental health services, substance use disorder treatment) based on Service Recipient-centered goals. Discuss infant HCV testing recommendations with birth parent or DCS contact if child is not in custody of birth parent. If Service Recipient resides outside of Grantee's geographic boundaries, then follow guidance outlined in A.4;
 - (2) For 100% of Service Recipients populated in navigator queue, verify address and phone number information utilizing available resources prior to contacting Service Recipient;
 - (3) Make contact attempts for 100% of Service Recipients identified for navigation to include two phone call and/or text message attempts on different days/times and a No Contact Letter (unless prior approval received from Viral Hepatitis Prevention and Clinical Coordinator to follow a different process);
 - (4) Document all Service Recipient contact attempts (phone call, text message, letter) and referrals provided as outlined by the Viral Hepatitis Prevention and Clinical Coordinator;
 - (5) For 100% of infants populated in navigator queue, verify custody via available resources, for infants in foster care, coordinate with appropriate DCS Nurse to ensure guardian receives HCV infant testing information; document nurse information and report to State as directed by Viral Hepatitis Prevention and Clinical Coordinator;
 - (6) Utilizing a calendar as directed by the Viral Hepatitis Prevention and Clinical Coordinator, ensure 100% of infants populated in navigator queue are followed longitudinally to ensure appropriate antenatal diagnostic HCV testing; document and report longitudinal contact attempts concluding when infant HCV testing completed;
 - (7) Utilize only State Viral Hepatitis Program-approved packets, letters, and directories and send only information relevant to what was verbally discussed with Service Recipients;
 - (8) Participate in monthly quality assurance calls with Viral Hepatitis Perinatal Hepatitis C Coordinator to review reports;
 - (9) Participate in yearly site visits with Viral Hepatitis Prevention and Clinical Coordinator and Viral Hepatitis Program Director to review scopes;
 - (10) Attend and participate on all Central Office Viral Hepatitis Program webinars;
 - (11) Participate in trainings as scheduled.
- c. The Grantee agrees to provide navigation services for any other population identified as a priority by the State Viral Hepatitis Program.
- d. The Grantee agrees to seek approval, in writing, from the Viral Hepatitis Prevention and Clinical Coordinator and the Viral Hepatitis Program Director of any assignments outside of those defined in this document and ahead of accepting assignments.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., and c., below);
 - b. Viral Hepatitis User Guide; and
 - c. Programmatic Navigators Training Manual.
- A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8 a copy of the audit report and Notice of Audit Report Attachment.
- A.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Eighty-Eight Thousand, Two Hundred Dollars (\$188,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

Invoices.hiv@tn.gov

- a. Each invoice (Attachment #2) shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Health, CEDEP
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up

to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 2).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Lindsey Sizemore, MPH, CPH
Viral Hepatitis Program Director
HIV/STI/Viral Hepatitis Section
Andrew Johnson Tower, 4th Floor
710 James Robertson Pkwy
Nashville, TN 37243
Email Address: lindsey.sizemore@tn.gov
Telephone #: (615) 770-6928

The Grantee:

Gill Wright, MD, Director
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209
Email Address: gill.wright@nashville.gov
Telephone #: (615) 340-5622
FAX #: (615) 340-2131

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used

benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 3 to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 4 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 4 shall complete Attachment 5. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. 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.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's

policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

In Witness Whereof:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

Gill C Wright III, MD

0460AC21E1CC408...

Director

Metro Public Health Department

7/18/2022

Date

DocuSigned by:

Tené Hamilton Franklin

BEBF0BBF14D14B0...

Chair, Board of Health

7/18/2022

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kelly Flannery

01B0C019F14F...

Director, Department of Finance

8/2/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

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Director of Risk Management Services

8/2/2022

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Meki Eke

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Metropolitan Attorney

8/2/2022

Date

FILED:

Metropolitan Clerk

Date

DEPARTMENT OF HEALTH:

Morgan McDonald MD, FACP, FAAP
INTERIM COMMISSIONER

Date

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

Metropolitan Government of Nashville & Davidson County Health Department- Viral Hepatitis - State				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2021, and ending June 30, 2023.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$130,700.00	\$0.00	\$130,700.00
2	Benefits & Taxes	\$48,200.00	\$0.00	\$48,200.00
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5	Supplies	\$500.00	\$0.00	\$500.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel, Conferences & Meetings	\$500.00	\$0.00	\$500.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$7,300.00	\$0.00	\$7,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$188,200.00	\$0.00	\$188,200.00

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

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

ATTACHMENT 1**GRANT BUDGET****(BUDGET PAGE 2)**

Metropolitan Government of Nashville & Davidson County - Viral Hepatitis - State				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending June 30, 2022.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$61,300.00	\$0.00	\$61,300.00
2	Benefits & Taxes	\$24,500.00	\$0.00	\$24,500.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (8.5% of s&b)	\$7,300.00	\$0.00	\$7,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$93,100.00	\$0.00	\$93,100.00

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

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

SALARIES										AMOUNT	
Christine Fouch, Public Health Nurse	5,108.42	x		100%	x		12				\$61,301.04
TOTAL											\$61,301.04
ROUNDED TOTAL											\$61,300.00

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 4)

Metropolitan Government of Nashville & Davidson County Health Department- Viral Hepatitis - State				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2022, and ending June 30, 2023.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$69,400.00	\$0.00	\$69,400.00
2	Benefits & Taxes	\$23,700.00	\$0.00	\$23,700.00
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5	Supplies	\$500.00	\$0.00	\$500.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$500.00	\$0.00	\$500.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$500.00	\$0.00	\$500.00
11, 12	Travel, Conferences & Meetings	\$500.00	\$0.00	\$500.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$95,100.00	\$0.00	\$95,100.00

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

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

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 5)

Salaries, Benefits & Taxes	Rate		# of Months		Pct		Longevity	Amount
Christine Fouch, Public Health Nurse	\$5,782.56	x	12	x	100%	+		\$69,390.72
TOTAL								\$69,390.72
ROUNDED TOTAL								\$69,400.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine Travel at .47 mileage rate and Online Conference / Webinars	\$500.00
TOTAL	\$500.00
ROUNDED TOTAL	\$500.00

ATTACHMENT 2

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				TDOH AGENCY INVOICE NUMBER (ONLY FOR FISCAL OFFICE USE)	
				INVOICE NUMBER	
				INVOICE DATE	
				INVOICE PERIOD FROM TO	
FEDERAL ID#		Edison Vendor #		CONTRACT PERIOD FROM TO	
CONTRACTING STATE AGENCY		Tennessee Department of Health			
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.	
EDISON CONTRACT NUMBER					
OCR CONTRACT NUMBER					
		(A)	(B)	(C)	FOR CENTRAL OFFICE USE ONLY
BUDGET	TOTAL	AMOUNT BILLED	MONTHLY		
LINE	CONTRACT	YTD	EXPENDITURES		SPEEDCHART NUMBER:
ITEMS	BUDGET		DUE		USERCODE:
		(MO./DAY/YR.)			PROJECT ID:
					AMOUNT:
Salaries					
Benefits					SPEEDCHART NUMBER:
Professional Fee/Grant & Award					USERCODE:
Supplies					PROJECT ID:
Telephone					AMOUNT:
Postage & Shipping					
Occupancy					SPEEDCHART NUMBER:
Equipment Rental & Maintenance					USERCODE:
Printing & Publications					PROJECT ID:
Travel/Conferences & Meetings					AMOUNT:
Interest					
Insurance					SPEEDCHART NUMBER:
Specific Assistance to Individuals					USERCODE:
Depreciation					PROJECT ID:
Other Non Personnel					AMOUNT:
Capital Purchase					
Indirect Cost					
TOTAL					

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

Please check one of the following boxes
These services are for ☐ medical services
☐ non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

ATTACHMENT:

2

ATTACHMENT 3

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).*

***Submit copies to:**

VH Program, Tennessee Department of Health @ VH.Health@tn.gov;

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

ATTACHMENT 4**Notice of Audit Report**

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

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

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

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

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

ATTACHMENT 5**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number:

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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