

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 06/02/26

Resolution  Ordinance

Contact/Prepared By: Tesha Chambers

Date Prepared: 04/17/26

Title (Caption): Resolution approving a grant application to the State of Tennessee Department of Health for an intergovernmental agreement regarding the Healthy Built Environment Grant-(HBE) application.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: NDOT Requested By: Tesha Chambers

Affected Department(s): NDOT Affected Council District(s): 1, 2, 19, 20, 21, 22, 23, 24

**Legislative Category (check one):**

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

<b>FINANCE</b>	<b>Amount +/-:</b> \$ <u>80,000.00</u>	<b>Match:</b> \$ <u>0.00</u>
<b>Funding Source:</b>	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Aaron Pratt</u>	Approved by Finance/Accounts: _____	Date to Finance Director's Office: _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>	<b>APPROVED BY</b>	
	<b>FINANCE DIRECTOR'S OFFICE:</b> _____	

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

## GRANT APPLICATION SUMMARY SHEET

**Grant Name:** Healthy Built Environments 26-28  
**Department:** NDOT  
**Grantor:** TENNESSEE DEPARTMENT OF HEALTH  
**Pass-Through Grantor (If applicable):**  
**Total Applied For:** \$80,000.00  
**Metro Cash Match:** \$0.00  
**Department Contact:** Tesha Chambers  
 880-1676  
**Status:** CONTINUATION

**Program Description:**

The Jefferson Street Corridor Tactical Urbanism Project proposes targeted built environment improvements along Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville, a community facing documented and disproportionate chronic disease burdens. Residents in this corridor live in zip codes 37208, 37218, and 37209. Jefferson Street is designated as part of Nashville's Pedestrian High Injury Network, rated Medium, meaning the corridor carries a documented concentration of crashes resulting in serious injury or death.

**Plan for continuation of services upon grant expiration:**

These improvements align directly with pre-planned NDOT community priorities identified through the Jefferson Street Corridor Study stakeholder process, where residents explicitly called for enhanced crossings.

**APPROVED AS TO AVAILABILITY OF FUNDS:**

**APPROVED AS TO FORM AND LEGALITY:**

*Jennine Reed/mjw* 5/5/2026 | 12:45 PM CDT  
**Director of Finance** **Date**

*Wakay Greer* 5/5/2026 | 12:58 PM CDT  
**Metropolitan Attorney** **Date**

**APPROVED AS TO RISK AND INSURANCE:**

*Balaqun Cobb* 5/5/2026 | 12:55 PM CDT  
**Director of Risk Management Services** **Date**

*Freddie O'Connell; Masami Toyok* 5/5/2026 | 8:35 PM CDT  
**Metropolitan Mayor** **Date**

(This application is contingent upon approval of the application by the Metropolitan Council.)

### Grants Tracking Form

**Part One**

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input checked="" type="radio"/>		<b>Award Acceptance</b> <input type="radio"/>		<b>Contract Amendment</b> <input type="radio"/>	
<b>Department</b>	<b>Dept. No.</b>	<b>Contact</b>		<b>Phone</b>	<b>Fax</b>		
NDOT	042	Tesha Chambers		880-1676			
<b>Grant Name:</b>		Healthy Built Environments 26-28					
<b>Grantor:</b>		TENNESSEE DEPARTMENT OF HEALTH		<b>Other:</b>			
<b>Grant Period From:</b>		08/01/26	<b>(applications only) Anticipated Application Date:</b>		05/21/26		
<b>Grant Period To:</b>		07/30/28	<b>(applications only) Application Deadline:</b>		05/22/26		
<b>Funding Type:</b>	STATE	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>		<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$80,000.00			
<b>Status:</b>	CONTINUATION	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	Est. Prior.	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	N/A	<b>Is Council approval required?</b>		<input type="checkbox"/>			
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					
<p>The Jefferson Street Corridor Tactical Urbanism Project proposes targeted built environment improvements along Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville, a community facing documented and disproportionate chronic disease burdens. Residents in this corridor live in zip codes 37208, 37218, and 37209. Jefferson Street is designated as part of Nashville's Pedestrian High Injury Network, rated Medium, meaning the corridor carries a documented concentration of crashes resulting in serious injury or death. Wide travel lanes, limited safe crossing opportunities, and a lack of inviting pedestrian space create conditions that discourage walking and active transportation, compounding the chronic disease risks already present in the community. This project addresses these conditions along with other transportation, pedestrian, and greenway projects that will create a</p>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
<p>These improvements align directly with pre-planned NDOT community priorities identified through the Jefferson Street Corridor Study stakeholder process, where residents explicitly called for enhanced crossings, traffic calming, and streetscape improvements. Together, these improvements are designed to encourage walking and transit use as sustainable, accessible transportation choices for daily trips in future project scopes at NDOT.</p>							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		<b>% of Grant</b>		<b>Other:</b> <input checked="" type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
No match required.							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Fund</b>		<b>Business Unit</b>	
<b>Is not budgeted?</b>				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		0.00		<b>Actual number of positions added:</b>		0.00	
<b>Departmental Indirect Cost Rate</b>		14.79%		<b>Indirect Cost of Grant to Metro:</b>		\$11,832.00	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		0.00%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 <b>in budget</b>	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

**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	FY27		\$40,000.00					\$40,000.00	\$5,916.00	\$0.00
Yr 2	FY28		\$40,000.00					\$40,000.00	\$5,916.00	\$0.00
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		<b>\$0.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>	<b>\$80,000.00</b>	<b>\$11,832.00</b>	<b>\$0.00</b>
<b>Date Awarded:</b>			<b>Tot. Awarded:</b>			<b>Contract#:</b>				
<b>(or) Date Denied:</b>			<b>Reason:</b>							
<b>(or) Date Withdrawn:</b>			<b>Reason:</b>							

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)



Resolution No. \_\_\_\_\_

A resolution approving an application for a Healthy Built Environment grant from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Nashville Department of Transportation and Multimodal Infrastructure (NDOT), to assist in funding the Jefferson Street Corridor Tactical Urbanism Project to facilitate environment improvements along Jefferson Street between Rosa Parks Boulevard and 28<sup>th</sup> Avenue North and promote pedestrian safety by providing pedestrian plaza areas and mid-block crossing enhancements.

WHEREAS, the Tennessee Department of Health is accepting applications for a Healthy Built Environment grant, with an award of \$80,000.00 with no cash match required; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

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

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

Section 1. That the application for a Healthy Built Environment grant, with an award of \$80,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Nashville Department of Transportation and Multimodal Infrastructure (NDOT) is authorized to submit said application to the Tennessee Department of Health.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Abby Greer  
Assistant Metropolitan Attorney

Member(s) of Council



07/31/2025 RFA

**STATE OF TENNESSEE  
DEPARTMENT OF HEALTH**

**REQUEST FOR APPLICATION**

**FOR**

**HEALTHY BUILT ENVIRONMENTS**

**RFA # 34301-17627**



**REQUEST FOR APPLICATION**

**STATE OF TENNESSEE**

**DEPARTMENT OF HEALTH**

**I. Background Information**

The places where we live, learn, work, play, and worship influence how we view and understand our communities, ourselves, and each other. A well-designed built environment can decrease obesity, heart disease, and diabetes rates while increasing physical, mental, and social health and building community resilience. The Tennessee Department of Health (TDH) recognizes the link between the built environment and public health. TDH supports the creation of healthy built environments to protect, promote, and improve the health and prosperity of all Tennesseans.

In 2018, OPP launched a competitive built environment grant program and awarded grants for convening, programming, planning, and construction projects. These built environment projects created and enhanced playgrounds, walking tracks, outdoor fitness stations, greenways, trails, and other publicly accessible spaces to promote physical activity, access to healthy food and social interaction. Many of the grant-funded projects benefited economically distressed or at-risk counties.

**A. Funding and Eligibility**

TDH has appropriated \$860,000 to fund approximately 10 - 15 projects that advance health equity and community resilience by creating or supporting a healthy built environment. The goal of this grant is to serve historically underserved populations, engage a focus community, and work to promote inclusivity of individuals of all abilities and backgrounds. Local and State government entities, American Indian tribes, and non-profit entities with 501(c)(3) status are eligible to apply. Individuals are not eligible to apply. Each applying organization should only submit one application. If you received a Healthy Built Environments award in 2025 under RFA #34301-17626, then you are not eligible to apply during this funding opportunity.

Applicants must identify a focus community where built environment improvements can address health disparities.

These grants are awarded through reimbursement of completed work only. TDH is unable to provide advanced payment. Matching funds are not required, but TDH encourages applicants to include commitments of cash or in-kind services to demonstrate support for their project. Funds cannot be spent on salaries for government employees, subsidies for individuals, lobbying activities, or for existing services.



**B. Types of Projects**

TDH will fund built environment projects at varying stages of development. Phase A projects include convening, assessment, and/or planning and have a maximum award of \$50,000. Phase B projects include infrastructure design and construction and have a maximum award of \$80,000. Projects must be completed within 24 months.

Applicants must propose a project in **either** Phase A or Phase B, not both.

**1. Phase A – Convening, Assessment, and/or Planning  
(Maximum Amount \$50,000)**

If the proposed project is in this phase, the application can include any combination of convening, assessment, and/or planning.

- a. Convening (Maximum Amount - \$2,000): Convening phase projects will identify and engage partners, elected officials, and other stakeholders, especially in communities where public health has not been considered in built environment decision making. Partnerships could be with local health leaders, county health councils, and/or at risk or underserved populations. Funds can be used to compensate community members of the focus community population for their time (excluding state or local government employees). Funds can also be used for childcare to encourage participation from members of the focus community population.
- b. Assessment (Maximum Amount - \$20,000): Assessment phase projects can be either a needs assessment or an active living policy assessment. A needs assessment identifies gaps where facilities that promote physical activity do not exist and identifies populations in need of these facilities. The needs assessment may include a density or proximity analysis of:
  - parks;
  - open spaces;
  - public schools;
  - community centers;
  - resiliency hubs;
  - recreational centers;
  - sidewalks;
  - bikeways;
  - greenways;
  - playgrounds; or
  - other community facilities the public could use for physical activity.



An active living policy assessment analyzes or proposes plans or regulations to improve opportunities for physical activity. An active living policy assessment could analyze:

- zoning codes;
- subdivision regulations;
- comprehensive plans;
- neighborhood plans;
- subarea plans;
- planned unit developments;
- school siting policies;
- joint use agreements;
- bicycle and pedestrian plans;
- greenways and parks master plans; or
- other related plans.

c. Planning (Maximum Amount - \$50,000): Planning phase projects will engage with the focus community to develop a written plan to promote public health and community resilience in built environment decision making. Written plans would advance policy change or design infrastructure for a community. All plans must include measurable goals, projected timelines, and potential funding sources for future construction. Plans should demonstrate compliance with all requirements from applicable agencies that require a completed plan to apply for construction funding. Plans should document any steps the community has taken that demonstrate interest and support for built environment projects to increase physical activity. Planning phase projects can include site visits to learn from successes in other communities. TDH will consider Phase A planning projects such as:

- small-area plans focused on increasing physical activity;
- greenways, parks, sidewalks, bikeways, or multi-modal transportation master plans;
- complete streets plans;
- arts in placemaking plans;
- public spaces plans; or
- other plans focused on promoting health.

2. **Phase B – Infrastructure Design and Construction (Maximum Amount \$80,000)**

Phase B projects focus on the design and construction of structures to increase access to safe opportunities for physical activity, increase access to healthy foods, or build community resilience. These projects may include:

- playgrounds;



- greenways;
- sidewalks;
- bikeways;
- crosswalks;
- walking tracks;
- active transportation rest areas;
- resiliency hubs;
- signage;
- benches;
- shade structures;
- cooling stations;
- bicycle repair stations;
- water fountains;
- lighting;
- restrooms;
- tree canopy or other landscape architecture for carbon sequestration; or
- other infrastructure that helps increase the use of facilities that promote physical activity, access to healthy foods, or community resilience.

This phase can also include tactical urbanization projects to demonstrate a healthy built environment design.

All proposed Phase B projects must be on publicly accessible property and available for use by all community members free of charge. Applicants must provide details on how they will make efforts to preserve current tree canopy and keep a low carbon footprint in their design. They must also include a plan for long-term maintenance in their project narratives. All infrastructure projects must include the community in the decision-making process and document community involvement throughout work progress.

**C. Additional Grantee Requirements**

In addition to completing your built environment project by the deadline, there are some additional required actions. Grantees will be required to:

1. Attend a mandatory Grants Management and Evaluation webinar.
2. Complete a minimum of quarterly check-ins with the TDH grant manager. The check-ins will include written summaries of progress, pictures, site visits, and budget and spending updates as necessary. The TDH grant manager can request more check-ins if deemed necessary.
3. Complete a final report including evaluation results upon completion of the contract.
4. Submit monthly invoices per the contract.
5. Inform the TDH grant manager of any progress, delays, or issues.
6. Comply with all of the requirements outlined in the contract with TDH.



TDH will not pay any costs associated with the preparation, submittal, or presentation of a letter of intent or application.

**II. Process**

**A. Letters of Intent**

The Letter of Intent (LOI) provides a “first look” at the proposed project for funding. LOIs must be submitted online by the deadline specified in Section IV, Schedule of Events in the form and detail specified in this RFA. A team of Evaluators will score the LOIs based on the following:

<b>Criteria</b>	<b>Phase A</b>	<b>Phase B</b>
Merit	30	15
Need (described in Grantee Submission)	35	20
Need (program evaluators using poverty data)	10	10
Prior Community Engagement	N/A	30
In Community Plan	N/A	10
Letters of Support	20	10
Project proposed was identified as community priority while completing Active Living Workshop Activities	5	5
<b>Total</b>	<b>100</b>	<b>100</b>

1. **Merit** (300 word limit) – TDH is looking for projects that are likely to improve the health of the communities that they serve. In this section, applicants should describe their project and show a connection between their project and the health benefit it will provide for the community. The project should be interesting, creative, well thought-out and publicly appealing.
2. **Need** (300 word limit) – The applicant should clearly identify a focus community that has a health inequity or health need that their project can address. Applicants should use local data that is applicable to describing the need and should compare the local data with state data to show a disparity that the project will address. Applicants who score high in this section often give the story of the need in their community to paint a picture for the reviewers and use data to back up their statements. A



resource list is provided at the end of this RFA to assist applicants in assessing needs of their community.

Applicants will also be assessed on need on a scale from 0 – 10 using U.S. Census Bureau data on poverty at the census tract level. Applicants will be asked to provide a project address. This address should be a central location of the area the plan serves (for Phase A) or the location of proposed infrastructure installation (for Phase B). This address will be used to assess poverty rates in the area immediately surrounding the project. Applicants will be ranked against each other for this portion. Projects with highest poverty rates in their focus community will receive the most points while projects with lowest poverty rates in their focus community will receive the least points.

3. **Prior Community Engagement** (300 word limit, Phase B only) – If an applicant is requesting money for a Phase B Construction project, they should show a history of meaningful and intentional engagement with their focus community. This can be through the form of public meetings, town halls, design charettes, or surveys. The results of this engagement should show meaningful insight into the community’s needs and desires and demonstrate community support for the proposed project.
4. **In Community Plan** (Phase B only) – If the applicant’s project is an identified priority in a current community plan such as the ones mentioned in Section I.B.1.c of this RFA, then the applicant will receive the total amount of points for this section. Applicants will be asked to provide an upload of the plan and page references to where their project was identified as a priority.
5. **Letters of Support** – This section will be scored according to the variety of organizations or officials who write letters of support for the project. Letters of Support can be from: Health Councils, Elected officials, a Community Based Organization, a Local (city/county) Government Organization, or a State Government Organization. An equal number of points is awarded for each type of entity that provided a letter of support for a total of up to 20 points for Phase A projects and 10 points for Phase B projects.
6. **Active Living Workshop**– Each year, around seven to eleven communities throughout Tennessee complete an Active Living Workshop with a TDH Healthy Development Coordinator (HDC). Applicants who are proposing a project in their LOI that was identified as part of the Active Living Workshop process completed in calendar year 2025 are eligible to receive 5 points. If claiming these points, the applicant must present a copy of their certificate of completion in their LOI. Active Living Workshops cannot be scheduled once this RFA opens and count toward



this RFA. If the applicant is interested in completing an Active Living Workshop in the future, please contact the Healthy Development Coordinator for the applicant’s region. TDH currently offers this to the 89 counties in Tennessee located outside of a metropolitan area but is actively working on expanding this to all 95 counties in the future. Please note, TDH anticipates that these points will apply to a very small number of applicants. Not having completed an Active Living Workshop should not be a deterrent for applying for this funding.

**B. Applications**

TDH will email the highest ranked LOI applicants and invite them to submit a full **Application** and the **Competitive Requirements**. The link for application submission will be added to the Funding Opportunities website.

The full application will require more detailed information about the applicant, proposed project, and community. A team of evaluators from TDH, Tennessee Department of Transportation, and Tennessee Department of Environment and Conservation will rank full applications on the following:

<b>Criteria</b>	<b>Both Phase A and B</b>
In eligible census tract	This is pass/fail. If the applicant did not provide a project address in an eligible census tract, the application will receive a score of “0”
Project Abstract and Problem Statement	15
Project Narrative	25
Project Management and Sustainment	10
Budget Narrative	10
Work and Evaluation Plan	25
Additional Attachments	15
<b>Total</b>	<b>100</b>

1. **Project Abstract and Problem Statement** - 15 Points Maximum (350 word-limit) - Briefly explain what health need has been defined in the community and how the proposed built environment project will meet that need.
2. **Project Narrative** – 25 Points Maximum (750 word-limit) - Provide a project narrative detailing how the work will achieve the goal(s) and objectives while collaborating with partners and engaging the community. If prior community engagement has taken



place, please share the results of that process (who participated, how many people participated when the engagement took place, general feedback from participants, etc.). If the project includes construction, please indicate how it will be ensured that the project follows appropriate regulations. For construction projects, please also explain how the design will make efforts to (1) preserve or expand tree canopy and (2) minimize the structure’s carbon footprint as applicable.

3. **Project Management and Sustainment** – 10 Points Maximum (500 word-limit) Please provide a narrative describing the applicant’s qualifications and ability to manage the project successfully. Please also include plans for stability and maintenance in the future.
4. **Budget Narrative** – 10 Points Maximum (500 word-limit plus Attachment 2) – Please complete the 2 budget pages for each fiscal year of the project using the Attachment 2 Excel budget template that is included with this RFA. Also provide a written budget narrative describing anticipated revenue and expenses, additional grant funding, and other sources (including in-kind, if applicable). Include how the rest of the grant project will be funded if this grant is only providing a portion of the costs. If the applicant has received other State funds for the project, please give a brief history.
5. **Work and Evaluation Plan** – 25 Points Maximum Please thoroughly complete all sections (all four pages) of the Work and Evaluation plan attachment (Exhibit 1).
6. **Additional Attachments** – 15 Points Maximum (10-page limit, submitted as single PDF) Supplemental attachments may be submitted to enhance the other sections of this application. The attachments should complement your narrative and demonstrate a clear vision for your project. These attachments can include:
  - Pictures;
  - Maps;
  - Convening meeting minutes;
  - Community survey results; and
  - Letters of Commitment (goes beyond Letters of Support. See note below)
  -
  - Please note that you were already scored on Letters of Support in the LOI section. If you want to include additional letters, the letter should go beyond just voicing support. what you had in the LOI. This could look like an organization pledging actual money or in-kind services for if you get awarded.

**III. Sample Grant Contracts**



Following the State’s evaluation, one of the Sample Grant Contracts included on the TDH Funding Opportunities page for this RFA will be prepared. There are three different Sample Grant Contracts, and only one would apply for a grantee’s agency or organization. The types of contracts are as follows:

**GG – Governmental Grant Contract** (Cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

**GR – Grant Contract** (Cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

**IG – Interagency Grant Agreement** (Cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

If a grant is awarded to a governmental entity established pursuant to Tennessee Code Annotated (such as a human resource agency, developmental district, state college or university, or Board of Regents school), the applicable Interagency Agreement (IG) contract contains revised standard terms and conditions of the grant; however, TDH will not revise significant performance requirements.

It is imperative that each applicant review the entire Sample Contract with their legal counsel prior to submitting an application for a Healthy Built Environment grant award and notify the State *in advance* if it cannot accept any terms or conditions. Please submit any exceptions to contract language with the Application for Healthy Built Environment. **Taking any exceptions to State contract language may result in the Application being deemed non-responsive and rejected. Any later requests for contract changes will not be considered.**

**IV. Schedule of Events**

The following is the anticipated schedule for awarding Healthy Built Environment grants. TDH reserves the right to adjust the schedule as deemed necessary.

EVENT	CENTRAL TIME	DATE
1. RFA Issued		January 23, 2026
2. Letter of Intent Teleconference	9:00 a.m.	January 28, 2026
3. Written “Questions & Comments” Deadline	2:00 p.m.	February 2, 2026
4. State Response to Written “Questions and Comments”		February 6, 2026
5. Deadline for Letters of Intent	2:00 p.m.	March 13, 2026
6. Invitations to Apply Emailed		April 13, 2026
7. Application Teleconference	1:30 p.m.	April 16, 2026
8. Written “Questions and Comments” Deadline	2:00 p.m.	April 22, 2026



9. State Response to Written "Questions and Comments"		April 27, 2026
10. Deadline for Applications	2:00 p.m.	May 22, 2026
11. Evaluation Notice Released		June 18, 2026
12. Effective Start Date of Contract		August 1, 2026

A Teleconference will be held prior to submission deadlines for both Letters of Intent and Applications. The information for the Letter of Intent teleconference is as follows:

Meeting Name: RFA #34301-17627 LOI Teleconference  
 Meeting number (access code): 2310 441 2591  
 Meeting password: Cgz2UPRwq47  
 Meeting Link: <https://tn.webex.com/tn/j.php?MTID=m2a66ba6427df656b91c0b418e5dbfcf5>  
 Join by phone: +1-415-655-0001 US TOLL

**Deadlines stated above are critical.** If documents are submitted late, they will be deemed to be late and cannot be accepted. The clock-in time will be determined by the time of the online submission. No other clock or watch will have any bearing on the time of application receipt.

**V. Submission of Letter of Intent**

Please submit Letters of Intent and all attachments online via the following link no later than the deadline in Section IV of this RFA.

Web Link: <https://www.tn.gov/health/funding-opportunities.html>

The Competitive Procurement Coordinator at the address shown below is the sole point of contact for this competitive process:

Jessica Lynn Taylor  
 Competitive Procurement Assistant  
 Service Procurement Program  
 Division of Administrative Services  
 Andrew Johnson Tower, 5<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Phone: (615) 532-7560  
 Fax: (615) 741-3840  
 Email: [Competitive.Health@tn.gov](mailto:Competitive.Health@tn.gov)



## **Resources for Applicants**

This section is intended to provide you with resources to assess your community's needs and strengthen your application. Using all or any of these resources is not required to apply. External links are provided for research and informational purposes and do not reflect the views of the State.

1. To Learn more about Tennessee's built environment work and about components of a healthy built environment, check out these resources:
  - [Office of Primary Prevention, Built Environment website](#)
  - [TDH Healthy Places](#)
  - [TN Vitality Toolkit: Active Environments](#)
  - [Promoting Active Living in Rural Communities](#)
  - [Assembly: Civic Design Guidelines](#)
  
2. To help with your application's evaluation section, check out this quick guide:
  - [Built Environment Evaluation Guide](#)
  
3. This is a quick tool (takes about 10-15 minutes) to assess your community's built environment needs if you live in a rural area. You can easily incorporate these results into your application to strengthen it:
  - [Rural Active Living Perceived Environmental Support Scale \(RALPESS\)](#)
  
4. This short Healthy Community Design Checklist from the CDC can be used at community meetings concerning land use to guide conversations toward design elements that will support health. You could also adapt this into a community survey to see what design elements people want to see in their community to make it healthier:
  - [Healthy Community Design Checklist \(CDC\)](#)
  
5. This toolkit from Urban Land Institute lists many evidence-based strategies for improving health through built environment approaches. Check out the contents page on page 7. What are you aiming to improve in your community for the built environment? Is it physical activity, health food, or social wellbeing? You can then go to the section that lists some evidence-based approaches toward achieving that goal.
  - [Urban Land Institute – Building Healthy Places Toolkit](#)
  
6. Here are some people in your community you may think of reaching out to or collaborating with for your application and project:
  - [Development Districts](#)



- County Health Councils (reach out to your Healthy Development Coordinator to inquire about Health Council contacts)
- Local Government (city and county)
- MPO/ RPO (Check out the maps below, reach out to the appropriate contact for your region, and ask them about existing plans and community engagement that has taken place with regards to your project. This can help ensure collaboration and alignment of efforts)
  - MPO (metropolitan) Contact Map
  - RPO (rural) Contact Map
- Non-profits in your area doing similar work
- Schools and Universities

7. The table below provides a list of maps and data sets that you can use to help assess community need. You do not need to use all of these (or any of these), but data sets applicable to your project goals can help make your case for your specific community needs. **Note: for the TDH Livability Indicators, you will need to deselect the default checkboxes and select the correct one based on the indicator you want to view.**

Category	Metric	Geographical Level	Source	Statewide Average
Health Metrics	County Data Packages	County	<u>Tennessee Department of Health</u>	Comparisons between County and State are made for each health metric in each package
	Years Potential Life Lost Rate – a measure of premature mortality, calculated by summing the years an individual would have lived if they hadn't died before 75 per 100,000 people	County	<u>Tennessee Livability Indicators Dashboard</u>	11,043
	Access to Physical Activity	County	<u>Tennessee Livability Indicators Dashboard</u>	67.41%
	Violent Crimes	County	<u>Tennessee Livability Indicators Dashboard</u>	43,422
	Suicide Rate	County	<u>Tennessee Livability Indicators</u>	21.8 per 100,000



			<a href="#">Dashboard</a>	
	Age-Adjusted Prevalence of Coronary Heart Disease	County	<a href="#">National Environmental Public Health Tracking Network</a>	<u>12%</u>
	Age-Adjusted Prevalence of Stroke	County	<a href="#">National Environmental Public Health Tracking Network</a>	<u>4.7% (2018)</u>
	(Smoothed) Age-Adjusted Incidence Rate of Lung and Bronchus Cancer per 100,000 over a 5-Year Period	County	<a href="#">National Environmental Public Health Tracking Network</a>	69.9
	Age-Adjusted Prevalence of Diagnosed Diabetes	County	<a href="#">National Environmental Public Health Tracking Network</a>	<u>14.3%</u>
	Age-Adjusted Prevalence of High Blood Pressure Among Adults	County	<a href="#">National Environmental Public Health Tracking Network</a>	<u>38.5%</u>
	Age-Adjusted Prevalence of Depression Among Adults	County	<a href="#">National Environmental Public Health Tracking Network</a>	<u>26%</u>
	Adult Obesity Rate	County	<a href="#">County Health Rankings</a>	39%
<b>Built Environment</b>	Access to Parks – percent of people living within ½ mile of a park	Census Tract	<a href="#">National Environmental Public Health Tracking Network</a>	<u>34%</u>
	AARP Livability Index	Zip Code	<a href="#">AARP</a>	<u>47 (overall livability score)</u>
<b>Food Insecurity</b>	Food Deserts - Percent of Population with Low Access to Supermarkets	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>21% (2018)</u>
	Food Insecurity - percentage of the population that lacks	County	<a href="#">Tennessee Livability Indicators</a>	<u>11.5% (2022)</u>



	consistent access to enough food for an active, healthy life.		<a href="#">Dashboard</a>	
	Households enrolled in SNAP	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>12.2%</u> (2024)
<b>Poverty</b>	Population below the poverty level (2018-2022)	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>14.0%</u> (2023)
	Income Inequality (GINI Index)	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>0.459</u> (2023)
	Population Growth (2010-2020)	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>8.9%</u> (2022)
<b>Transportation</b>	Sidewalks – percent of roads with sidewalks	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	
	Vehicular Crashes – crash rate per 10,000* - This is serious injury and death, whereas national data is deaths. How to report?	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>18.6 per 100,000</u> - This is deaths, not death + serious injury
	Bike Lanes – percentage of roads with bike lanes	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	
<b>Employment</b>	Employment to Population Ratio – the percentage of the working age population (civilian noninstitutionalized population (aged 16 and older who are not in the military or institutionalized)) that is currently	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	<u>57.8%</u> (2024)



<b>Healthcare Access</b>	employed Percent Population with Employer Provided Health Insurance	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	53.50%
	Uninsured Rates (ages 19-64)	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	14.6%
	Population to Primary Care Provider Ratio	County	<a href="#">Tennessee Livability Indicators Dashboard</a>	1558:1

8. Tennessee has developed “TREC”, an online map that shows serves as an inventory of parks, trails, and greenways throughout the state. You can use the “measure” tool on the top left of the map to see how far your project area is from surrounding amenities.
  - [TREC Map](#)
  
9. Trust for Public Land has a tool called “ParkServe” that can be used to draw a potential new park or trail to see what the potential impacts of building it might be. Unfortunately, it is not available for every area of Tennessee, but if it is available for your area, simply enter in your city, pull up the map, and click the “Evaluate” tab. On that tab, you can draw your proposed new park or trail and click “Run Analysis”.
  - [ParkServe](#)



STATE OF TENNESSEE  
DEPARTMENT OF HEALTH

**REQUEST FOR APPLICATION # 34301-17627  
AMENDMENT # 2  
FOR HEALTHY BUILT ENVIRONMENTS FUNDING  
OPPORTUNITY**

**DATE: APRIL 16, 2026**

**RFA # 34301-17627 IS AMENDED AS FOLLOWS:**

- This RFA Schedule of Events updates and confirms scheduled RFA dates. Any event, time, or date containing revised or new text is highlighted.**

<b>EVENT</b>	<b>TIME (Central Time)</b>	<b>DATE (all dates are state business days)</b>
1. RFA Issued		CONFIRMED
2. Letter of Intent Teleconference	9:00 a.m.	CONFIRMED
3. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
4. State Response to Written "Questions & Comments"		CONFIRMED
5. Deadline for Letters of Intent	2:00 p.m.	CONFIRMED
6. Invitations to Apply Emailed		CONFIRMED
7. Application Teleconference	1:30 p.m.	CONFIRMED
8. Written "Questions & Comments" Deadline	2:00 p.m.	April 22, 2026
9. State Response to Written "Questions & Comments"		April 27, 2026
10. Deadline for Applications	2:00 p.m.	May 22, 2026
11. Evaluation Notice Released		June 18, 2026
12. Effective Start Date of Contract		August 1, 2026

- Delete RFA Section Teleconference in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Meeting Name: RFA #34301-17627 Application Teleconference  
 Meeting number (access code): 2316 098 0212  
 Meeting password: GpF6eputA24  
 Meeting Link: <https://tn.webex.com/tn/j.php?MTID=mce8113ce139db10ab358d0f48f278680>

Join by phone: +1-415-655-0001 US TOLL

3. **RFA Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFA not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE  
DEPARTMENT OF HEALTH

**REQUEST FOR APPLICATION # 34301-17627  
AMENDMENT # 3  
FOR HEALTHY BUILT ENVIRONMENTS FUNDING  
OPPORTUNITY**

**DATE: APRIL 27, 2026**

**RFA # 34301-17627 IS AMENDED AS FOLLOWS:**

- This RFA Schedule of Events updates and confirms scheduled RFA dates.** Any event, time, or date containing revised or new text is highlighted.

<b>EVENT</b>	<b>TIME (Central Time)</b>	<b>DATE (all dates are state business days)</b>
1. RFA Issued		CONFIRMED
2. Letter of Intent Teleconference	9:00 a.m.	CONFIRMED
3. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
4. State Response to Written "Questions & Comments"		CONFIRMED
5. Deadline for Letters of Intent	2:00 p.m.	CONFIRMED
6. Invitations to Apply Emailed		CONFIRMED
7. Application Teleconference	1:30 p.m.	CONFIRMED
8. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
9. State Response to Written "Questions & Comments"		April 27, 2026
10. Deadline for Applications	2:00 p.m.	May 22, 2026
11. Evaluation Notice Released		June 18, 2026
12. Effective Start Date of Contract		August 1, 2026

- State responses to questions and comments in the table below amend and clarify this RFGP.**

Any restatement of RFA text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFA document.

QUESTION / COMMENT	STATE RESPONSE
1 Was the pre-response teleconference recorded?	Yes, please use the following link: <a href="https://tn.webex.com/tn/ldr.php?RCID=1bdbf21c1c847b82c23723c5a56c665b">https://tn.webex.com/tn/ldr.php?RCID=1bdbf21c1c847b82c23723c5a56c665b</a>
2 What is the link to the Supplier Maintenance Portal?	Please use the following link: <a href="#">Supplier Information</a>
3 Are there any Build America, Buy America requirements? None are noted in the contract, but I just wanted to confirm.	There are no Build America, Buy America clauses in the contract at this time.
4 Which version of the contract would a Public Housing Authority use?	Please use the GR template.
5 Does a PHA submit the Competitive Requirements attachment and just mark no regarding tax exemption (we are tax-exempt, but not as a 501c3 nonprofit registered with the state) while leaving the rest blank?	This is correct. Please make sure to sign the Competitive Requirements form.
6 We are asking for a piece of playground equipment to go in our walking track. Would a ramp for better access to the track/equipment, be acceptable to include or would that be for another project altogether?	Including the ramp to allow for better access to the new infrastructure would be considered a part of the same project and would be in line with the program's intent to provide publicly accessible spaces to promote physical activity for individuals of all abilities and backgrounds.
7 The RFA states: "Funds cannot be spent on salaries for government employees, subsidies for individuals, lobbying activities, or for existing services." However, the Interagency Agreement allows for personnel and professional service costs. Can you please clarify if additional costed effort for a University of Tennessee faculty, which is beyond the 9-month salary of the UT faculty employee, is an eligible expense? If so, what category should this be listed in the State's budget template?	<p>The category line item is still on the budget template because the same budget template is used for all contract types.</p> <p>What you described would not be allowed according to section D.6 of the GG contract:</p> <p>"D.6. <u>Conflicts of Interest.</u> The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.</p> <p>The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee."</p>
8 Question 15 of the digital Application Form states: "15. Evaluation (500 words max): Describe how you will	This question was on the application form in error and has since been removed.

QUESTION / COMMENT	STATE RESPONSE
<p>evaluate the impact of this project; Include your plan to disseminate findings; Ensure this narrative compliments your work and evaluation plan.” However, this question is not listed in Section II.B of the Application Process for the RFA. How is this question scored?</p>	<p>Your evaluation plan will be scored together with the work plan in the form of the provided Exhibit 1 (Work and Evaluation Plan) template. You will fill in all requested lines of this template and upload it as an attachment with your application.</p>
<p>9  Regarding the evaluation plan, can these be highlighted bullets from the LOI narrative? Are there weights associated with the metrics?</p>	<p>Your evaluation plan is included in the provided Exhibit 1 template. The first column should be a desired outcome or goal of your proposed project. Depending on how you wrote your LOI, you may have language that you used there that is applicable. Please reference the examples given at the top of the evaluation plan on Exhibit 1. There are no specific weights associated with the metrics you will provide on the evaluation plan. Rather, the applicant should select metrics and methods that will allow them to effectively measure the process, outcome, or impact of their project. TDH has created an excellent tool to help you construct a built environment evaluation. It is linked here: <a href="https://www.tn.gov/content/dam/tn/health/program-areas/primary-prevention/Built%20Environment%20Evaluation%20Guide.pdf">https://www.tn.gov/content/dam/tn/health/program-areas/primary-prevention/Built%20Environment%20Evaluation%20Guide.pdf</a></p>
<p>10  Can you explain how the Supplier Maintenance SDDA Access document works?</p>	<p>The Supplier Maintenance SDDA Access form and the W9 form do not need to be submitted if you are already a vendor with the State of Tennessee.</p> <p>The Supplier Maintenance SDDA Access form and the W9 form should only be submitted if you have never done business with the State or if your banking information has changed since the last time you did business with the State.</p> <p>The Supplier Maintenance SDDA Access form must be submitted per the instructions at the bottom of the form.</p> <p>The W9 form must be emailed to <a href="mailto:Supplier.Maintenance@tn.gov">Supplier.Maintenance@tn.gov</a>.</p>
<p>11  Where does hiring of contractors fall on the budget sheet? Does labor fall under salaries?</p>	<p>Contract employee work falls under the “professional service/fee” category.</p>
<p>12  If granted funds are still available at the end of the project construction, what happens with those funds?</p>	<p>If the grantee comes in under budget, they are encouraged to make enhancements to their work with the remaining funds, as long as the enhancements still fall in line with the original project scope, meet the intent of the grant, and are approved by a TDH grant manager.</p>
<p>13  This seems closely related to the Need Statement on the LOI. Can it be assumed the Project Abstract and Problem Statement is an elaboration of the LOI Need Statement?</p>	<p>This is similar and gives the reviewers a first look of your project. But please read the question carefully and ensure you are addressing everything it asks.</p>
<p>14  Will the evaluation team have the Letter of Intent package in addition to the Application package or should the application responses re-cap information that was presented in the LOI?</p>	<p>No. The evaluation team will not reference your LOI when scoring your application. The application will be scored independently of your LOI response and should be composed accordingly.</p>

3. **RFA Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFA not expressly amended herein shall remain in full force and effect.

# 2026 Healthy Built Environment Application

## APPLICANT INFORMATION

1. Applicant Name (name of the organization, non-profit, etc. NOT the name of an individual person.) \*

Nashville Department of Transportation a

2. Which county will the project take place in? \*

Davidson

3. Descriptive Project Title (10 words or less) \*

Jefferson St Corridor Tactical

4. Contact Person Name \*

Tesha Chambers

5. Contact person email address \*

tesha.chambers@nashville.g

6. Re-confirm Email Address \*

tesha.chambers@nashville.g

7. Contact person phone number \*

6156291926

8. Please upload the completed Competitive Requirements form. \*

Browse...

# 2026 Healthy Built Environment Application

## PROJECT INFORMATION

9. Which phase will be the focus of the project? \*

- Phase A: Convening, Assessment, and Planning  
(maximum \$50,000, must be completed within 24 months)
- Phase B: Infrastructure Design/Construction (maximum \$80,000, must be completed within 24 months)

10. How much money in total do you intend to ask for? (maximum \$80,000) \*

80,000

11. Please provide the address where the project will take place. If this is a planning project, please use a central address in the area that the plan will be for. \*

Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville

12.

**Project Abstract and Problem Statement** - 15 Points Maximum

(350 word-limit) - Briefly explain what health need has been defined in the community and how the proposed built environment project will meet that need.

\*

Project proposes targeted built environment improvements along Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville, a community facing

Words used: **336** out of 350.

13.

**Project Narrative** – 25 Points Maximum

(750 word-limit) - Provide a project narrative detailing how the work will achieve the goal(s) and objectives while collaborating with partners and engaging the community. If prior community engagement has taken place, please share the results of that process. If the project includes construction, please indicate how it will be ensured that the project follows appropriate regulations. For construction projects, please also explain how the design will make efforts to (1) preserve or expand tree canopy and (2) minimize the structure’s carbon footprint as applicable.

\*

The Jefferson Street Corridor Tactical Urbanism Project is rooted in a straightforward premise: that the physical environment shapes health outcomes, and that communities experiencing the greatest health disparities deserve built

Words used: **692** out of 750.

14.

**Project Management and Sustainment** – 10 Points Maximum

(500 word-limit) Please provide a narrative describing the applicant’s qualifications and ability to manage the project successfully. Please also include plans for stability and maintenance in the future. \*

NDOT's Community Engagement Specialist will serve as the primary project manager, supporting community stakeholders through each phase of the project including community engagement, design, permitting, installation,

Words used: **426** out of 500.

**Budget Narrative – 10 Points Maximum**

(500 word-limit) – Please provide a written budget narrative describing anticipated revenue and expenses, additional grant funding, and other sources (including in-kind, if applicable). Include how the rest of the grant project will be funded if this grant is only providing a portion of the costs. If the applicant has received other State funds for the project, please give a brief history.

\*

Long-term maintenance of the installed improvements will be managed through NDOT's existing maintenance infrastructure. The parklet at 21st Avenue North and Jefferson Street, including the gravel surface, seating, solar

Words used: **310** out of 500.

16. Please upload the completed budget spreadsheet using Attachment 2 Excel Worksheet that can be downloaded on the [Tennessee Department of Health Procurement Opportunities](https://www.tn.gov/health/procurement.html) under this RFA (<https://www.tn.gov/health/procurement.html>). This is not scored individually but should complement your budget narrative above. \*

File: NDOT\_ATT2\_Grant\_Budget\_HBE\_34360-84227.xlsx

17.

**Work and Evaluation Plan – 25 Points Maximum**

Please thoroughly complete all sections (all four pages) of the Work and Evaluation plan attachment (Exhibit 1).

The template can be downloaded from the [Tennessee Department of Health Procurement Opportunities](https://www.tn.gov/health/procurement.html) under this RFA posting (<https://www.tn.gov/health/procurement.html>). \*

File: Exhibit\_1\_RFA\_HBE\_34301-17627\_Work\_Evaluation\_Plan.pdf

18.

**Additional Attachments – 15 Points Maximum**

---

submitted to enhance the other sections of this application. These attachments can include:

- Letters of Commitment (note, you have already been scored on letters of support, so this should go beyond that. For example, it is more than an organization saying they support your project, it could be them saying they will donate in-kind services or money toward your efforts if you get awarded);
- Pictures;
- Maps;
- Convening meeting minutes; and
- Community survey results.

\*

Browse...

---

19. Have you reviewed the sample contract included with the RFA with legal counsel? \*

- Yes
- No
- 

Are there any terms or conditions in the sample contract the organization cannot accept? \*

- Yes
- No
- 

Back Submit

50%



### COMPETITIVE REQUIREMENTS

1. Registered as a tax-exempt organization with the IRS. The status will be verified using the following link: <https://www.irs.gov/charities-non-profits/tax-exempt-organization-search>

Are you registered? Yes  No

2. Please provide Federal Employer Identification Number (EIN). This number will be verified using the search function in the above link.

EIN Number: 62-0694743

3. Every charitable organization, excluding religious or educational institutions, that solicits monetary contributions (including grants) is required to register with the Tennessee Secretary of State's office. This will be verified using the following link:

<https://tncab.tnsos.gov/portal/registered-charities-search>

Are you registered? Yes  No

If "No", are you claiming an exemption under T.C.A. § 48-101-502? If so, please provide evidence that you have filed your exemption with the Secretary of State.

4. Please submit the names of current board members, executive director, as well as the number of vacancies on the board (minimum of 5 board seats). How long have the vacancies existed?

Executive Director: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

Board Member: N/A Vacant: Yes  How Long N/A

5. Are any board members related by blood or marriage? Yes  No

6. Are any members of the agency/organization State employees? Yes  No

If yes, please list the names and the department they are employed with:

Name: N/A Department: N/A



CR 03/15/2022

Name: N/A

Department: N/A

SIGNATURE: *John Chan*

## HEALTHY BUILT ENVIRONMENTS- Application Solicitation 34301-17627

### Budget Narrative

Long-term maintenance of the installed improvements will be managed through NDOT's existing maintenance infrastructure. The parklet at 21st Avenue North and Jefferson Street, including the gravel surface, seating, solar lighting, planters, and perimeter edging, will be maintained through NDOT's standard protocols for public right-of-way improvements. A maintenance plan will be documented as part of the project closeout and included in the final report submitted to TDH. NDOT's established presence on the Jefferson Street Corridor through the ongoing corridor study provides a natural framework for monitoring the condition of installed elements and responding to maintenance needs over time.

NDOT has demonstrated experience managing grant-funded built environment projects and coordinating complex multi-stakeholder initiatives in Nashville's most underserved communities. This project builds directly on that track record, applying lessons learned from previous tactical urbanism work to deliver a community-endorsed installation that advances health equity, pedestrian safety, and sustainable transportation along one of North Nashville's most historically significant corridors. Resolution RS2024-513 approved Metro's application for a Healthy Built Environments Grant from the State for an award amount of \$80,000 to enhance the built environment along Antioch Pike, spanning from Nolensville to McCall Street. This project addressed critical community needs, promoted health equity, and created a vibrant, accessible corridor for all residents. The project budget includes several key items that are important to a successful project. All services and materials will be in alignment with local, state, and federal procurement guidelines. Professional Fee: This category will be for professional design services through an NDOT contract and installations. Supplies: Supplies will be used for the installation of the project. Supplies include paint, paint equipment, planters, and plants/trees for greenery. Capital expenses: Cover costs for items with a useful life over one year outside of supplies. Printing: This covers in printing and publications needed for the project including posters, banners, and flyers.

# Healthy Built Environments Work and Evaluation Plans

There are 4 pages to this document. Please ensure you have filled out all 4 and attach it to your application.

Applicant Organization Name: Nashville Department of Transportation

Short, Descriptive Project Title Used in Application Form: Jefferson Street Corridor Tactical Urbanism Project

Project Team Members (you do not need to fill in every row):

Name	Organization	Role	Contact Information
Derrick Peevy	NDOT	Project Manager	derrick.peevy@nashville.gov
Kobe Langner	NDOT	Livability Planner	koby.langner@nashville.gov
JD Lane	NDOT	Beautification	JD.Lane@nashville.gov

Partnerships with Community Partners Planned to Form or Strengthen Throughout Project (you do not need to fill in every row):

Organization	Organization Type (business, non-profit, government, etc)	Name of primary contact in organization for project
Metro Nashville Mayor's Office	Government	Brittany Irby
Jefferson Street Sound Museum	Non - Profit	Karen Coffee
NAACP Nashville Branch	Non - Profit	Timothy Huges
Metro Nashville Planning Department	Government	Andrea Barbour

Other Sources of Funding or Resources to be used in combination with this grant (if any):

NDOT/Metro Nashville Capital Spending Plan

# Healthy Built Environments Project Flow Chart

Start by filling out your resources in the left column. Then, work across from left to right for each resource, answering the question in the box above each column.

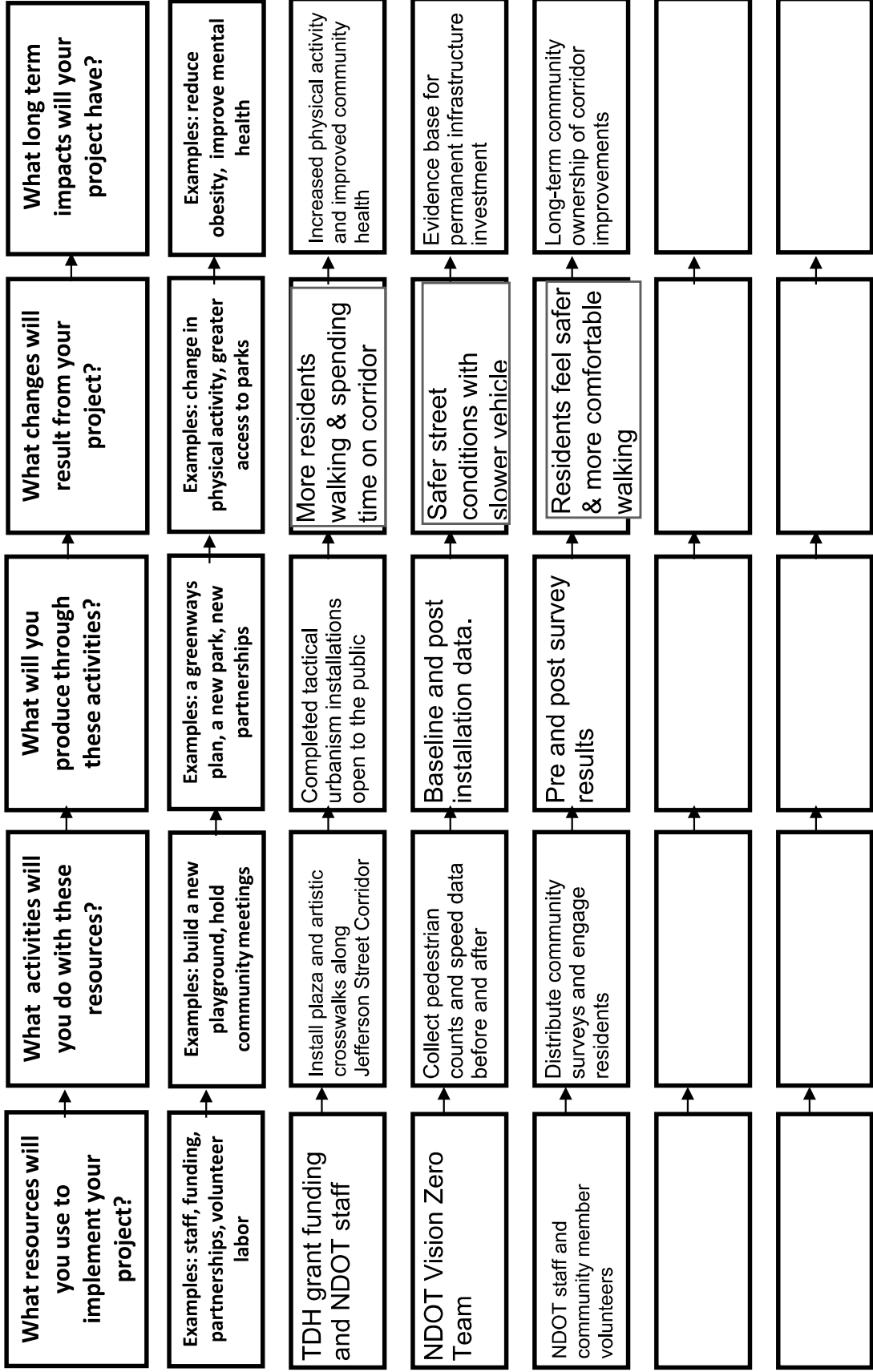


EXHIBIT 1

# Work Plan

Please list at least 5 milestones. For each milestone you list, please fill out the achieve by date, person responsible, and criteria for completion.

	Milestone	Achieve by Date	Person Responsible	Criteria for Completion
1	Complete Community Design Workshops	September 2026	Derrick Peevy/Koby Langer	Completed design with community
2	Submit designs and obtain necessary permits	January 2027	Derrick Peevy	Approved design and permits issued
3	Pre-installation survey and data collection completed	February 2027	Derrick Peevy	Baseline data collected and documented
4	Complete installation of plaza and crosswalk	May 2027	Derrick Peevy	All elements installed, inspected, open to public
5	Plaza activation event	June 2027	Derrick Peevy	Post data compared to baseline and final report accepted by TDH
6	Post-installation data collection	September 2027	Derrick Peevy	Final report submitted
7				
8				
9				
10				
11				
12				
13				
14				
15				

EXHIBIT 1

# Evaluation Plan

All grantees must complete an evaluation of their project. Please see this [Built Environment Resource Guide](#) for help on forming your evaluation plan. Please list at least 3 desired outcomes of the project and the metric(s) and method(s) for each of those outcomes.

	<b>Desired Outcome of Project</b> (example: increase access to opportunities for physical activity for middle school students)	<b>What metric(s) will you use to determine if you achieved your desired outcome?</b> (example: number of students by age using the facility per week)	<b>What method(s) will you use to collect this metric?</b> (examples: survey, observation, ArcGis analysis)
1	Increased pedestrian activity on the corridor	Pedestrian count before and after installation	Staff/volunteers collect manual counts at installation locations
2	Reduced vehicle speeds at mid-block crossing locations	Average vehicle speed before and after installation	NDOT staff collect speed data using existing equipment
3	Improved resident perception of safety on Jefferson Street	Percentage of residents who report feeling safer walking on the corridor	Survey distributed to corridor users before and after installation
4			
5			
6			
7			
8			
9			
10			

**How will you use your evaluation results, and who will you share them with?**

Results will be shared with NDOT leadership, project partners, the community (through project website), and TDH through the required quarterly check-ins and final report.

**Will you be partnering with anybody to complete your evaluation?**

NDOT staff will work with community members on quantitative and qualitative data collection.



# best map of Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville



Imagery ©2026, Map data ©2026 Google 2000 ft

## Jefferson St

No reviews  
Nashville, TN  
of Jefferson Street · in North Nashville



## Rosa L Parks Blvd

No reviews  
Nashville, TN  
Rosa Parks Boulevard and · in North Nashville



## 28th Ave N

No reviews  
Nashville, TN  
and 28th Avenue North in North Nashville



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# Jefferson Street Corridor Tactical Urbanism Project

Healthy Built Environments Grant Application

*Nashville Department of Transportation and Multimodal Infrastructure (NDOT)*

## Project Abstract and Problem Statement

The Jefferson Street Corridor Tactical Urbanism Project proposes targeted built environment improvements along Jefferson Street between Rosa Parks Boulevard and 28th Avenue North in North Nashville, a community facing documented and disproportionate chronic disease burdens. Residents in this corridor live in zip codes 37208, 37218, and 37209, where Matthew Walker Comprehensive Health Center's Operation Pulse initiative enrolled 245 patients with uncontrolled hypertension — underscoring an active and concentrated cardiovascular disease burden that exceeds what clinical intervention alone can address. Physical inactivity is a primary driver of high blood pressure, and the built environment along Jefferson Street actively discourages walking.

Jefferson Street is designated as part of Nashville's Pedestrian High Injury Network, rated Medium, meaning the corridor carries a documented concentration of crashes resulting in serious injury or death. Wide travel lanes, limited safe crossing opportunities, and a lack of inviting pedestrian space create conditions that discourage walking and active transportation, compounding the chronic disease risks already present in the community.

This project addresses those conditions directly through two primary interventions. Pedestrian plaza areas with seating will create safe, accessible destinations along the corridor that invite residents to slow down, rest, and spend time outside. Mid-block crossing enhancements will reduce the barrier of crossing Jefferson Street, making it safer and more practical for residents to walk to bus stops, businesses, and community destinations. These improvements align directly with community priorities identified through the Jefferson Street Corridor Study stakeholder process, where residents explicitly called for enhanced crossings, traffic calming, and streetscape improvements. Together, these improvements are designed to encourage walking and transit use as sustainable, accessible transportation choices for daily trips.

The health logic is direct. Infrastructure that makes walking safer and more comfortable increases the likelihood that residents choose active transportation as part of their daily routine. For a community where hypertension is an active, documented public health challenge — and where safe pedestrian infrastructure has historically been limited — improving the walkability of Jefferson Street is a public health intervention as much as a transportation one.

## Project Narrative

The Jefferson Street Corridor Tactical Urbanism Project is rooted in a straightforward premise: that the physical environment shapes health outcomes, and that communities

experiencing the greatest health disparities deserve built environments that actively support their wellbeing. For the residents of North Nashville, Jefferson Street represents both a persistent public health challenge and an opportunity to demonstrate what a safer, more equitable corridor can look like.

The project proposes three interconnected tactical interventions along Jefferson Street between Rosa Parks Boulevard and 28th Avenue North. The first is a parklet and plaza at the corner of 21st Avenue North and Jefferson Street, a publicly accessible gathering space with seating designed to create a destination that invites residents to slow down, spend time outside, and engage with their neighbors. The second is a series of artistic crosswalk installations that introduce mid-block crossings along the corridor, reducing the distance pedestrians must travel to cross safely and visually communicating to drivers that this is a shared, people-centered street. The third is a streetscape beautification component including planters and landscape elements that improve the visual quality and comfort of the pedestrian environment. Together these interventions address both the physical safety barriers and the environmental conditions that discourage walking and active transportation on Jefferson Street.

The health connection is direct. North Nashville residents face documented rates of high blood pressure and cardiovascular disease that exceed state averages. Physical inactivity is a primary driver of both conditions. Infrastructure that makes walking safer, more comfortable, and more inviting increases the likelihood that residents incorporate active transportation into their daily routines. A parklet at 21st and Jefferson creates a reason to walk to the corridor. Artistic crosswalks reduce the friction and fear of crossing a wide, high-speed arterial. Planters and beautification signal that this space belongs to the people who live here. Each element reinforces the others.

The project is grounded in extensive prior community engagement through the Jefferson Street Corridor Study, currently underway through the Nashville Department of Transportation and Multimodal Infrastructure. The Community Advisory Board, composed of 21 residents, business owners, and institutional representatives with deep ties to North Nashville, has met monthly throughout the planning process. Nine structured community meetings have covered existing conditions, community needs, corridor vision and goals, and concept development. The interventions proposed in this application reflect what CAB members and community participants have consistently identified as priorities, safe places to gather, safer street crossings, and a corridor that feels welcoming rather than hostile to people on foot.

Community ambassadors have extended that engagement beyond formal meetings, connecting with residents, church congregations, and local institutions to ensure that people who do not attend public meetings have a voice in shaping the corridor's future. Plain language materials and accessible engagement tools have been used throughout to address the historical mistrust that exists in North Nashville toward government-led planning processes, a mistrust rooted in the construction of Interstate 40 through the corridor in the 1960s, which displaced 1,400 residents and dismantled what had been the center of Nashville's Black business district.

The tactical urbanism approach is intentional. These interventions are designed to be reversible and iterative, allowing the community and planning team to evaluate real-world performance before committing to permanent infrastructure investments. Pedestrian counts, vehicle speed measurements at key crossings, and community perception surveys will measure the impact of each installation. The findings will feed directly into the Jefferson Street Corridor Plan, expected to be completed by summer 2026, providing an evidence base for permanent improvements and future capital investment.

All proposed installations will be located on publicly accessible right-of-way and available to all community members free of charge. The project team will document community involvement throughout the installation process and incorporate community feedback into any design adjustments. Long-term maintenance of plantings and hardscape elements will be addressed through coordination with NDOT's existing corridor maintenance protocols.

Jefferson Street has carried the weight of decades of disinvestment. This project does not claim to reverse that history. What it does is put tools in the hands of the community to demonstrate what their corridor can become, one safe crossing, one gathering space, and one block of beauty at a time.

## **Project Management and Sustainment**

NDOT's Community Engagement Specialist will serve as the primary project manager, supporting community stakeholders through each phase of the project including community engagement, design, permitting, installation, and evaluation. NDOT will primarily focus on empowering community organizations to take a lead role in shaping the project, providing support and facilitation as needed to ensure the project advances in a timely and equitable manner. NDOT staff will be available throughout the project to support community engagement, stakeholder coordination, and permitting.

The Community Engagement Specialist will coordinate closely with NDOT's internal team, including the Walking and Biking Manager, Livability Planner, Vision Zero Coordinator, Planning Director, Communications Director, Deputy Director, and Director, to ensure the Jefferson Street Corridor Tactical Urbanism Project is aligned with NDOT's broader transportation and health equity goals. The project will also coordinate with the Civic Design Center's Community Design Coordinator and Design Director to facilitate community-led design processes and ensure the parklet, artistic crosswalks, planters, and beautification elements reflect the vision and identity of the North Nashville community.

NDOT's Community Engagement Specialist will manage the permitting process to ensure a smooth approval pathway for all tactical urbanism installations. This includes coordination with the Mayor's Office, Metro Planning Department, and any other relevant Metro agencies as needed to advance the project efficiently and in compliance with applicable regulations.

The Jefferson Street Corridor Study's Community Advisory Board, composed of 21 community members and institutional representatives, will remain engaged throughout the project implementation process. Their involvement ensures that the community continues to shape decisions rather than simply respond to them, and that the project maintains accountability to the people it is designed to serve.

Long-term maintenance of the installed improvements will be managed through NDOT's existing maintenance infrastructure. The parklet at 21st Avenue North and Jefferson Street, including the gravel surface, seating, solar lighting, planters, and perimeter edging, will be maintained through NDOT's standard protocols for public right-of-way improvements. A maintenance plan will be documented as part of the project closeout and included in the final report submitted to TDH. NDOT's established presence on the Jefferson Street Corridor through the ongoing corridor study provides a natural framework for monitoring the condition of installed elements and responding to maintenance needs over time.

NDOT has demonstrated experience managing grant-funded built environment projects and coordinating complex multi-stakeholder initiatives in Nashville's most underserved communities. This project builds directly on that track record, applying lessons learned from previous tactical urbanism work to deliver a community-endorsed installation that advances health equity, pedestrian safety, and sustainable transportation along one of North Nashville's most historically significant corridors.

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

<b>Vendor Name, Healthy Built Environments</b>				
<i>Rollup</i>	<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 8/1/2026 , and ending 6/30/2028</b>			
POLICY 07 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award <sup>2</sup>	\$25,000.00	\$0.00	\$25,000.00
	Supplies	\$0.00	\$0.00	\$0.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$5,000.00	\$0.00	\$5,000.00
	Capital Purchase <sup>2</sup>	\$50,000.00	\$0.00	\$50,000.00
	Indirect Cost (Enter calculation method here, i.e. "10% of Direct Cost")	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$80,000.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (continued)

GRANT BUDGET

(BUDGET PAGE 2)

<b>Vendor Name, Healthy Built Environments</b>				
<i>Year 1</i>	<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense</b>			
<b>FY 20##</b>	<b>incurred during the period beginning</b>	<b>8/1/2026</b>	<b>, and ending</b>	<b>6/30/2027</b>
<b>POLICY 07 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b> <i>(detail schedule(s) attached as applicable)</i>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award <sup>2</sup>	\$25,000.00	\$0.00	\$25,000.00
	Supplies	\$0.00	\$0.00	\$0.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$5,000.00	\$0.00	\$5,000.00
	Capital Purchase <sup>2</sup>	\$50,000.00	\$0.00	\$50,000.00
	Indirect Cost (Enter calculation method here, i.e. "10% of Direct Cost")	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$80,000.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 3)

FY 20## - Period from 46235 to 46568									
SALARIES	Monthly Salary	# of Months	% of Effort			Longevity (if applicable)	AMOUNT		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
Specific, descriptive, detailed description (REPEAT ROW AS NECESSARY)	\$0.00	x	x	0.00%	+	\$ -	\$0.00		
<b>TOTAL</b>							<b>\$0.00</b>		

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Installation	\$25,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>

OTHER NON-PERSONNEL	AMOUNT
Supplies	\$5,000.00
<b>TOTAL</b>	<b>\$5,000.00</b>

CAPITAL PURCHASE	AMOUNT
Capital Expenses	\$50,000.00
<b>TOTAL</b>	<b>\$50,000.00</b>



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> August 1, 2026	<b>End Date</b> June 30, 2028	<b>Agency Tracking #</b> -	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>			
		<b>Grantee's fiscal year end</b>			
<b>Service Caption</b> (one line only) Healthy Built Environments					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2027					
2028					
<b>TOTAL:</b>					
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Request for Application (RFA) #34301-17627 was completed.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> 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>CPO USE - GG</i>	
<b>Speed Chart</b> (optional) HL00012191		<b>Account Code</b> (optional) 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
GRANTEE NAME**

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 Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of Healthy Built Environments, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # Number

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Goal. Promote health equity and community resilience by supporting local governments, not-for-profit and non-governmental organizations who are engaged as partners with local communities to plan, develop, implement and assess sustainable plans and projects that increase access to safe, tobacco-free, and publicly accessible places, offering opportunities for physical activity for a diverse group of users, including those who live, visit, work, play, worship, and learn in the community.
- A.3. Service Recipients. Those who live, visit, work, play, worship, and learn in the communities.
- A.4. Service Description. The Grantee shall provide services, with measurable outcomes, as specified in its approved application. The Grantee shall:
- a. Establish and support internal and external mechanisms for collaboration and shared decision-making;
  - b. Promote health in all policies through built environment initiatives;
  - c. Remove barriers to access and increase opportunities for physical activity by planning for and providing publicly accessible facilities such as parks, greenways, walking tracks, sidewalks, and bikeways for transportation; additionally, address transportation barriers which limit access to healthy foods and health and wellness services;
  - d. Identify and leverage opportunities to incorporate healthier design into planning of programs and infrastructure;
  - e. Expand and share resources to support local communities and diverse populations;
  - f. Build relationships by working with and for local communities; and
  - g. Engage individuals and/or partners with communications expertise to increase awareness of needs, resources, successes, and impact.
- A.5. Service Reporting. The Grantee must submit and/or participate in the following:
- a. An evaluation and grant management webinar with the State. This will be completed before the end of the first 60 days of the contract term. The grantee must submit an updated work and evaluation plan to the state within 30 days of completing the webinar.

- b. A quarterly written progress report that updates the State on progress of the project as detailed in D.17. An online template to meet this requirement will be provided by the State. The grantee shall include an updated Work and Evaluation Plan and pictures as necessary with these reports on the template that the State provides. Quarterly reports shall be due within 30 days at the conclusion of each three-month quarter.
  - c. Disbursement Reconciliation and Close Out Report. These are outlined in section C.6. These should be submitted in accordance with the guidance in C.6. They should also be attached with the online quarterly report described in A.5.b.
  - d. A final report with an evaluation. This shall be due within 60 days after the end of the grant contract term and shall follow the guidelines of the work and evaluation plan made concluding the webinar described in A.5.a
  - e. Site visits. The Grantee will allow and participate in site visits from the State as requested.
  - f. Final versions of work products at various stages of product implementation as requested by the State. This could include:
    - i. Agendas and minutes from stakeholder meetings;
    - ii. Community questionnaires/surveys;
    - iii. Needs assessment (walking audits, greenspace analysis, etc.);
    - iv. Requests for bids and executed agreements with service providers; and
    - v. Preliminary and final designs, plans, building specifications, and healthy impact assessments.
- A.6. Incarcerated Individual Participation. If a Grantee intends to include incarcerated individuals in any project, the Grantee shall put in place reasonable and necessary safety precautions, including, but not limited to, assurance that no minors or other at-risk population is accessible to the participating incarcerated individuals during the subject project.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on August 1, 2026 ("Effective Date") and extend for a period of twenty-three (23) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the 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 (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Shannon Velasquez, Built Environment Coordinator  
 Department of Health  
 Andrew Johnson Tower, 5<sup>th</sup> Floor  
 710 James Robertson Pkwy.  
 Nashville, TN 37243  
 shannon.velasquez@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health, Office of Primary Prevention.
  - (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 sixty (60) 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 sixty (60) 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 the quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 4).

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 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:

John Vick, Director  
 Department of Health, Office of Primary Prevention  
 Andrew Johnson Tower, 5<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 john.vick@tn.gov  
 Telephone # (615) 253-4665

The Grantee:

Grantee Contact Name & Title  
 Grantee Name  
 Address  
 Email Address  
 Telephone # Number  
 FAX # Number

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 5 to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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](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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all

necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. 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. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
- E.5. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

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**DR. JOHN R. DUNN, INTERIM COMMISSIONER**

**DATE**

# Grantee's Application

**ATTACHMENT 2**

<b>GRANT BUDGET</b>				
Additional Identification Information As Necessary				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending DATE.</b>				
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries <sup>2</sup>	0.00	0.00	0.00
	Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00
	Telephone	0.00	0.00	0.00
	Postage & Shipping	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00
	Equipment Rental & Maintenance	0.00	0.00	0.00
	Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings <sup>2</sup>	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals <sup>2</sup>	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost (% and method)	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>TRAVEL/CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>SPECIFIC ASSISTANCE TO INDIVIDUALS</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>ROUNDED TOTAL</b>	<u>Amount</u>





## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names: Please use the following format when naming files.**

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page\_\_\_\_of \_\_\_\_ pages" format

### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**

**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**

**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: **Policy3.AMO.Health@tn.gov**

email filing replaces mailing forms

Mailing Address:

Monaliz Hana

Telephone 615-532-3406

Tennessee Department of Health

Fiscal Services

6th Floor, Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

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

**Line 8 Occupancy**

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

**Line 9 Equipment Rental And Maintenance**

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

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

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

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

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

**PROGRAM REVENUE REPORT (PRR)**

**SCHEDULE B**

**SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds**

**Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds**

**Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

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

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## **POLICY 3 REPORTING REQUIREMENTS - SUMMARY**

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://tn.gov/assets/entities/finance/attachments/policy3.pdf>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health  
Funding Information Summary

AGENCY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) FROM: \_\_\_\_\_ THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:  
Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_  
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_  
Cost step down. \_\_\_\_\_  
Other (describe) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your organization: \_\_\_\_\_ A private not-for-profit organization?  
\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_ PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_ PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE \_\_\_\_\_ FEDERAL ID # \_\_\_\_\_

CONTRACTING STATE AGENCY \_\_\_\_\_ REPORT PERIOD \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule A Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Program # \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Grant Period \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Service Name \_\_\_\_\_

Schedule B Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
31	Reimbursable Program Funds				
32	Reimbursable Federal Program Funds				
33	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Schedule A Year-To-Date Information Item # EXPENSE BY OBJECT:	TOTAL DIRECT	TOTAL	TOTAL	GRAND TOTAL
	PROGRAM EXPENSES	NONGRANT/ UNALLOWABLE EXPENSES	ADMINISTRATIVE EXPENSES	
	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1 Salaries and Wages				
2 Employee Benefits & Payroll Taxes				
3 Total Personnel Expenses				
4 Professional Fees				
5 Supplies				
6 Telephone				
7 Postage and Shipping				
8 Occupancy				
9 Equipment Rental and Maintenance				
10 Printing and Publications				
11 Travel				
12 Conferences and Meetings				
13 Interest				
14 Insurance				
15 Grants and Awards				
16 Specific Assistance to Individuals				
17 Depreciation				
18 Other Non-personnel Expenses (detail)				
a				
b				
c				
d				
19 Total Non-personnel Expenses				
20 Reimbursable Capital Purchases				
21 TOTAL DIRECT PROGRAM EXPENSES				
22 Administrative Expenses				
23 TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24 In-Kind Expenses				
25 TOTAL EXPENSES				

**Attachment 5**

**Annual (Final) Report\***

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

---

**Submit one copy to:**


**John Vick, Director, Office of Primary Prevention, TN Department of Health;**

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

**faudit@tn.gov – TN Department of Finance and Administration**

**APPLICATION  
FOR  
Healthy Built Environments Reach Grant 26-28**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
  
AD2852A55F9C45F  
\_\_\_\_\_  
Phillip Jones, Interim Director  
Nashville Department of Transportation  
and Multimodal Infrastructure

4/20/2026

\_\_\_\_\_  
Date

### Certificate Of Completion

Envelope Id: 758AEF19-3351-8EC1-8076-364740A975CA  
 Subject: Complete with Docusign: NDOT-HealthyBuiltEnvironment 26-28 App Ready.pdf  
 Source Envelope:  
 Document Pages: 78  
 Certificate Pages: 16  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Juanita Paulson  
 730 2nd Ave, South 1st Floor  
 Nashville, TN 37219  
 Juanita.Paulsen@nashville.gov  
 IP Address: 170.190.198.185

### Record Tracking

Status: Original  
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 Security Appliance Status: Connected


Holder: Juanita Paulson  
 Juanita.Paulsen@nashville.gov  
 Pool: StateLocal

Location: DocuSign

### Signer Events

Alla Cross  
 Alla.Cross@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)

### Signature


  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

### Timestamp

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Aaron Pratt  
 Aaron.Pratt@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

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 ID: 8c5a648e-ea9d-4000-9b65-418fdc6c30bc


Jenneen Reed/mjw  
 MaryJo.Wiggins@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.100

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 Signed: 5/5/2026 12:45:42 PM


**Electronic Record and Signature Disclosure:**  
 Accepted: 5/5/2026 12:45:02 PM  
 ID: 4e4767e5-ce69-49e4-8ecb-296e68b3b0ef

Balogun Cobb  
 balogun.cobb@nashville.gov  
 Insurance Division Manager  
 Security Level: Email, Account Authentication  
 (None)


  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

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 Signed: 5/5/2026 12:55:55 PM


**Electronic Record and Signature Disclosure:**  
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 ID: ef9d9b1d-8cc3-4c5f-9383-0e3379bfcae6

Signer Events	Signature	Timestamp
Abby Greer Abby.Greer@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/5/2026 12:56:01 PM Viewed: 5/5/2026 12:58:02 PM Signed: 5/5/2026 12:58:15 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/5/2026 12:58:02 PM  
 ID: 3148e9a8-9172-4500-b06e-61fa4523d152

Kristin Wilson Kristin.Wilson@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 2600:1004:b199:70fd:756b:7eda:cf00:62e Signed using mobile	Sent: 5/5/2026 12:58:21 PM Viewed: 5/5/2026 7:05:26 PM Signed: 5/5/2026 7:06:29 PM
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**Electronic Record and Signature Disclosure:**  
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Freddie O' Connell:Masami Tyson Masami.Tyson@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 2601:483:5100:d530:c8e7:7904:44c0:6282 Signed using mobile	Sent: 5/5/2026 7:06:34 PM Viewed: 5/5/2026 8:35:01 PM Signed: 5/5/2026 8:35:18 PM
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In Person Signer Events	Signature	Timestamp
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Tesha Chambers Tesha.Chambers@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center; width: fit-content; margin: auto;"> <b>COPIED</b> </div>	Sent: 5/5/2026 8:35:24 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/4/2026 4:32:59 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	5/5/2026 8:35:01 PM
Signing Complete	Security Checked	5/5/2026 8:35:18 PM
Completed	Security Checked	5/5/2026 8:35:24 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

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

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense.

DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

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

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

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

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

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

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

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

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

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

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Envelope Id: 886BA3A6-01FF-84B9-816F-53CDAA099533

Status: Completed

Subject: Complete with Docusign: NDOT-HealthyBuiltEnvironment 26-28 App Ready been thru cma.pdf

Source Envelope:

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Juanita Paulson

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Nashville, TN 37219

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Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

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Alla Cross

Alla.Cross@nashville.gov

Security Level: Email, Account Authentication  
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### Electronic Record and Signature Disclosure:

Accepted: 5/13/2026 5:05:29 PM

ID: f00a4036-9e7d-4314-be6b-45ad2d2156e4

Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication  
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Sent: 5/13/2026 5:05:51 PM

Viewed: 5/13/2026 5:33:25 PM

Signed: 5/13/2026 5:33:31 PM

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### Electronic Record and Signature Disclosure:

Accepted: 5/13/2026 5:33:25 PM

ID: b8aacbbc-20e3-4c84-8be6-882614fe4850

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 5/13/2026 5:33:41 PM

Viewed: 5/14/2026 10:54:13 AM

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Abby.Greer@nashville.gov

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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
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/16/2025 6:49:23 PM ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 5/15/2026 9:35:23 AM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 5/14/2026 7:44:09 AM ID: 48768002-b62f-413f-858d-cf453b814c7d	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 5/15/2026 9:35:23 AM Viewed: 5/15/2026 11:51:01 AM
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/13/2026 2:23:16 PM
Certified Delivered	Security Checked	5/15/2026 9:35:03 AM
Signing Complete	Security Checked	5/15/2026 9:35:15 AM
Completed	Security Checked	5/15/2026 9:35:23 AM
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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

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

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

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

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

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

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

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

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

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

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

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