



**GREATER NASHVILLE
REGIONAL COUNCIL**

Transportation Services for Older Adults Older Americans Act

**Request for Proposals
RFP-2022-05**

Greater Nashville Regional Council

220 Athens Way, Suite 200 | Nashville, Tennessee 37228 | Phone: (615) 862-8828 | Fax: (615) 862-8840

GNRC.org

RFP Summary

About GNRC

The Greater Nashville Regional Council (GNRC or Regional Council) is a public body corporate and politic created by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act). GNRC's mission is to assist local communities and state agencies in the development of plans and programs that guide growth and development in the most desirable, efficient, and cost-effective manner, while ensuring the continued long-term livability of the region. GNRC is governed by a regional body comprised of city mayors, county mayors/ executives, state legislators, appointments representing business/industry, and appointments representing minority populations.

GNRC is designated by the Tennessee Commission on Aging and Disability (TCAD) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee to provide programs, services, advocacy, inter-agency linkages and coordination, and information-sharing opportunities to improve the quality of life for older or disabled Middle Tennesseans. The AAAD delivers a range of federal and state programs through GNRC's professional social workers and counselors who work in partnership with local agencies and private-sector organizations. Find out more at GNRC.org.

About this Solicitation

GNRC is seeking proposals from agencies/organizations capable of providing limited transportation services for older adults.

GNRC intends to contract with a minimum of one service provider capable of providing the services described in this RFP for each county.

Important Dates and Deadlines

RFP issued 3/24/2022, **Written questions** accepted through 4/22/2022, **Proposals due** by 2 p.m. CDT, 5/6/2022

Inquiries and Contact Information

All inquiries should be directed in writing to rfp@gnrc.org with a subject line that includes the RFP number.

Amendments to this Solicitation

Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented in writing to the contact person identified in section 3.1 of this document. The appropriate action will be taken as necessary, and GNRC may issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to this RFP. Amendments will be posted online at GNRC.org/Procurement along with the original RFP document.

Non-Discrimination

GNRC does not discriminate on the basis of race, color, national origin, limited English proficiency, gender, gender identity, sexual orientation, age, religion, creed or disability in admission to, access to, or operations of its programs, services, or activities. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other employment practices because of non-merit factors is prohibited. Any person who believes that discrimination has occurred by GNRC, its contractors, grant sub-recipients, or consultants may file a written complaint with the GNRC Non-Discrimination

Coordinator. Complaints may also be filed with the state or federal agency involved, and with the Tennessee Human Rights Commission.

Complaints must be filed within 180 days of the alleged discrimination. Complaints should be directed to Grant Kehler, Title VI and Non-Discrimination Coordinator, 220 Athens Way, Suite 200, Nashville, TN 37228, phone number 615-862-8828.

GNRC adheres firmly to principles of nondiscrimination. Additionally, GNRC is actively seeking services from minority-owned, women-owned, and Tennessee services-disabled owned businesses, as well as small businesses. All such businesses are encouraged to apply, whether or not official designations have been obtained.

ADA Accommodations

The Americans with Disabilities Act of 1990 prohibits discrimination against individuals with disabilities in employment, transportation, public accommodation, communications, and governmental activities. If you need any reasonable accommodation related to this RFQ, please provide our ADA coordinator with as much advance notice as possible. Requests or complaints should be directed to ADA Coordinator Grant Kehler by phone at 615-862-3519 or via mail to 220 Athens Way, Suite 200, Nashville, TN 37225.

Limited English Proficiency (LEP) Policy

It is the policy of the GNRC to take reasonable steps to provide timely and meaningful access for LEP individuals coming in contact with the GNRC and its programs. Individuals needing assistance with translation services may contact Avaza Language Services Corporation at 615-534-3405 or 800-482-8282, 24 hours a day and 7 days a week.

Table of Contents

Section 1. Background	1
1.1 About the GNRC	1
1.2 About the Project	1
Section 2. Scope of Project	3
2.1 Provider Requirements	3
2.2 Requested Services	3
Section 3. Instructions to Offerors	4
3.1 Pre-Proposal Inquiries	4
3.2 Submission Requirements.....	4
3.3 Proposal Contents	4
3.4 Terms and Conditions	5
Section 4. Selection Process	7
4.1 Proposal Opening	7
4.2 Proposal Evaluation.....	7
4.3 Oral Interviews	7
4.4 Solicitation Outcomes	7
4.5 Protests	7
Attachment A. Application	A-1
Attachment B. Scope of Services	B-1
Attachment C. Sample Contract Terms	C-1

Section 1. Background

1.1 About the GNRC

The Greater Nashville Regional Council (GNRC or Regional Council) is a public body corporate and politic initially created by the Tennessee Development District Act of 1965 and further empowered by Title 64, Chapter 7, Part 1, Tennessee Code Annotated (TCA), as amended (the Act). GNRC is owned by and operated on behalf of its local government membership comprised county governments in the counties of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson, Tennessee, and all incorporated municipalities and metropolitan governments located within these counties.

GNRC is governed by a regional body comprised of city mayors, county mayors/ executives, state legislators, appointments representing business/industry, and appointments representing minority populations. The Regional Council’s Executive Board convenes monthly to enact the adopted Annual Work Program and Budget on behalf of the membership and oversee the GNRC’s programs and services carried out by its staff.

1.2 About the Project

GNRC is designated by the Tennessee Commission on Aging and Disability (TCAD) as the Area Agency on Aging and Disability (AAAD) for thirteen counties in Middle Tennessee to provide programs, services, advocacy, inter-agency linkages and coordination, and information-sharing opportunities to improve the quality of life for older or disabled Middle Tennesseans. The AAAD delivers a range of federal and state programs through GNRC’s professional social workers and counselors who work in partnership with local agencies and private-sector organizations.

GNRC is seeking proposals from provider agencies/organizations capable of providing transportation services to older adults.

Service Area

The planning and service area for GNRC includes Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties. GNRC seeks to contract with a minimum of one provider of transportation services per county. The following table indicates the demographics for the region:

Geography	Population		Language	Poverty			Rural
	60+ Population	% of 65+ who are minority	% of individuals ages 65+ who speak language other than English at Home	% of individuals ages 65+ who are below 100% FPL	% of total 65+ population who are below poverty	% of total 65+ population who are Low Income Minority	% of all 65 who are Rural
Cheatham County	7,757	5%	2.49%	8.39%	7.83%	0.49%	82.96%
Davidson County	108,865	25%	6.18%	8.69%	8.80%	3.58%	3.41%
Dickson County	10,694	8%	2.55%	9.38%	8.96%	0.78%	67.75%
Houston County	2,100	6%	4.48%	13.00%	12.63%	0.68%	100.00%
Humphreys County	4,809	3%	1.05%	8.95%	8.62%	0.09%	82.49%

Geography	Population		Language	Poverty			Rural
	60+ Population	% of 65+ who are minority	% of individuals ages 65+ who speak language other than English at Home	% of individuals ages 65+ who are below 100% FPL	% of total 65+ population who are below poverty	% of total 65+ population who are Low Income Minority	% of all 65 who are Rural
Montgomery County	24,283	20%	6.83%	7.25%	7.32%	2.46%	19.74%
Robertson County	12,834	9%	1.16%	7.75%	9.18%	1.31%	53.24%
Rutherford County	40,640	12%	4.89%	6.79%	7.30%	1.40%	17.02%
Stewart County	3,500	6%	4.46%	16.58%	17.45%	1.51%	100.00%
Sumner County	35,767	7%	2.78%	6.40%	5.80%	0.77%	27.88%
Trousdale County	1,793	17%	0.47%	9.61%	11.23%	1.79%	100.00%
Williamson County	35,577	7%	4.38%	4.60%	4.83%	0.43%	19.39%
Wilson County	26,003	8%	2.20%	5.75%	6.62%	0.93%	38.47%

Funding Source & Program

The Older American’s Act (OAA), Title III, Part B, Section 321 (a) (2), provides for transportation services to facilitate access to supportive services or nutrition services, and services provided by an area agency on aging, in conjunction with local transportation service providers, public transportation agencies, and other local government agencies, that result in increased provision of transportation services for older individuals.

The GNRC administers limited transportation services that assist adults aged 60 and over with accessible rides to medical appointments, senior center activities, meal sites, grocery stores, and pharmacies.

Section 2. Scope of Project

2.1 Provider Requirements

The GNRC is seeking experience in providing transportation services to older adults. The following General Requirements apply to all providers delivering services under the OAA and should be considered a minimum set of requirements:

1. The Offeror must submit a signed and dated original, one (1) copy, and an electronic copy of the entire proposal to be received no later than the date specified.
2. Offerors that neglect to accurately fill out and return the complete proposal by the designated deadline, including required signatures, certifications and proof of licenses shall be disqualified from this process.
3. The service provider must provide a ten percent (10%) local match for all Title III-B funds.
4. The service provider must record participant information using the questions on the Participant Registration Form, maintain the information on file, and record the information in a format specified by GNRC.
5. The service provider must submit participant attendance monthly in a format specified by the GNRC.
6. The service provider must be willing to enter into a contract with the GNRC, attached as Attachment C.
7. The service provider must respond to requests for information from TCAD and AAADs.
8. The service provider must comply with all federal, state, and local civil rights rules and regulations.

2.2 Requested Services

The providers selected through this RFP will provide transportation services to older adults as identified in this section. The contracting period is July 1, 2022, to June 30, 2026.

Assisted Transportation

(One Way Trip) - Provision of transportation and assistance, including escort, for a person who has difficulties (physical or cognitive) using regular vehicle transportation.

Transportation

(One Way Trip) - Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.

Section 3. Instructions to Offerors

3.1 Pre-Proposal Inquiries

All inquiries should be directed in writing to rfp@gnrc.org by the end of the day on April 22, 2022. The email must include a subject line that contains the RFP number. Answers will be provided in writing and made available to all potential Offerors. All questions and answers compiled through April 22 will be posted online at GNRC.org/Procurement as an addendum to the solicitation. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

3.2 Submission Requirements

One electronic copy (PDF format) and one hard copy of the proposal with an original, authorized signature must be received at GNRC, 220 Athens Way, Suite 200, Nashville, TN, 37228 on or before 2 p.m. CDT, May 6, 2022. The proposal must be clearly marked "Attention: RFP 2022-02" on the outside surface of the package. A copy should be maintained for the Offeror's records.

Proposals should include all typed, completed forms included with this RFP. There are no page limits or specific formatting requirements, but Offerors are encouraged to be mindful of the level of effort involved in reviewing proposals.

3.3 Proposal Contents

The following items must be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected.

Cover Letter

The Offeror must provide a cover letter signed by an authorized individual submitting the proposal on behalf of their provider agency/organization. This letter must include the following:

- A statement that the accompanying proposal is in response to this RFP,
- A statement that the Offeror is willing, if selected, to execute a contract with GNRC, and
- A statement identifying the individual(s) authorized to finalize a contract on behalf of the Offeror.

Application

Include a completed application form, provided as Attachment A to this RFP. The application must include the appropriate signatures.

Identification of Virtual Office

If your office address is a virtual office, please identify the physical location where your files are kept. This is the location that must be made available for audit purposes.

Request for Taxpayer ID Number and Certification

Include a completed IRS Form W-9.

Governing Body

Provide a description of the structure and responsibilities of the entity's governing body. Include the following:

- A list of the present membership of the Board of Directors or other governing body of the Offeror, including each member's:
 - Name

- Address
- Sex
- Race
- Disability status
- A description of the method used for selecting and replacing board members.

Organizational Chart

Provide an organizational chart showing the single organization unit responsible for delivering proposed service(s).

Experience

Describe within two pages the Offeror’s organizational experience in working with older persons.

Personnel

Identify the key personnel who will be involved with the program.

Contingency Plan

If you are a sole proprietor or single-member entity, please provide a brief (1-2 sentence) description of any contingency plans for your organization in the event you were unable to work.

Targeting

OAA Funds are used to service individuals 60 years of age and older; however, its focus should be on serving persons with the greatest social or economic need. The table provided in Section 1.2 indicates the demographics for the district for which the Offeror is applying to serve. Explain, in detailed narrative format, the Offeror’s ability to reach the following populations, considering the table provided in Section 1.2:

1. Low Income
2. Low Income Minority
3. Rural
4. English Limitation

Scope of Services

Include a completed Scope of Services, provided as Attachment B with this RFP. Attach to the scope of services a detailed explanation of the types of services to be provided.

Corrections, Amendments, and Clarifications

Include signed copies of all corrections, amendments, and clarifications to this RFP. Such corrections, amendments, and clarifications will be posted to GNRC.org/Procurement alongside the original RFP document.

3.4 Terms and Conditions

Accuracy of Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your proposal being deemed non-responsive. GNRC may institute debarment proceedings against the Offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.

Validity of Proposals

All proposals shall be valid for a period of 120 days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of proposals does not afford rights to the Offeror nor obligate GNRC in any manner.

Preparation Costs

GNRC will not be liable for any costs incurred by an Offeror in the preparation of its response to a solicitation, nor for the presentation of its proposal and/or participation in any clarifications, discussions, negotiations, or protests.

Ambiguity, Conflicts, and Irregularities

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification in writing via email to the address of the person identified on the cover page. Required modifications or clarifications will be issued by solicitation amendment.

GNRC reserves the right to waive minor irregularities in proposals provided that such action is in the best interest of GNRC. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

Acceptance Period

Offeror must indicate acceptance of the final version of this solicitation as amended. A response to a Request for Proposal is an offer to contract GNRC based upon the terms, conditions, scope of project, and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for 90 days after the proposal opening time and date.

Standard Contracting Terms

GNRC's sample contract terms for transportation services is attached to this solicitation as Attachment C. Contract terms appearing in brackets may not apply to all contracts. The Offeror must be willing to accept the standard terms and conditions. Any desired exceptions to the terms and conditions must be identified in the proposal cover letter. If no exceptions to the contract are stated, they might not be granted after the contract is awarded. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of GNRC, the requested changes are unacceptable.

Offeror's Rights

All materials submitted in response to this RFP become the property of GNRC upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the GNRC and the Offeror.

Section 4. Selection Process

4.1 Proposal Opening

Proposals will be opened at 2:30 p.m. on May 6, 2022, by the GNRC executive director or his/her designee at the primary office location of GNRC (220 Athens Way, Suite 200, Nashville, TN 37228).

4.2 Proposal Evaluation

Proposals will be evaluated on the following criteria:

WEIGHT	CRITERION
2 points	Minority or Women Owned Business
1 point	Documentation of all required licenses to provide services
1 point	Organizational information provided
1-3 points	Record of accurate and timely billing
1 point	Record of accurate reporting
2 points	Customer Satisfaction rate has been measured and documentation that 80% or more of consumers are satisfied with services
1-3 points	Offeror has been providing services to consumers for more than 1 year
1 point per county	Multiple county proposal
1 point	Offeror has the capacity to reach all areas of the county they are proposing to serve
3 points	Proposal would fill existing gap in services
5 points	Only RFP to fill an existing gap in services

4.3 Oral Interviews

Based upon the evaluation of the written proposals, the GNRC may request representatives from the highest-ranking proposals to participate in an in-person or telephone interview in order to answer questions.

4.4 Solicitation Outcomes

GNRC is not obligated to contract with anyone as a result of this solicitation.

Notwithstanding any other provision of this RFP, the GNRC, expressly reserves the right to:

- Waive any immaterial defect or informality,
- Reject any or all proposals, or portions thereof,
- Make changes to or reissue this Request for Proposal,
- Modify the number and types of data to be collected to meet budgetary limitations, or
- Cancel the Solicitation.

4.5 Protests

Controversies or disputes concerning protest of qualifications of bidders, suspension from bidding, the invitation to bid process, and any stay of award prior to the actual award shall be resolved as follows:

- Vendors may document their position and protest in writing and request reevaluation within ten days of the bid opening or award, whichever is applicable.

- The GNRC staff members responsible for superintending the particular procurement shall review the protest and provide a memorandum to the Program Director and Executive Director.
- All relevant levels of administration shall review the reevaluation and make written comments regarding their thoughts and recommendations.
- The Executive Director or designee shall review the reevaluation, make a determination, and notify the Vendor of the decision. If the reevaluation does not resolve the disagreement, the Vendor may request evaluation of the record, including the written protest documentation, through a hearing with the Executive Director.
- The Executive Director shall issue a letter to the bidder as to findings and decisions. The evaluation by the Executive Director shall be submitted to the Executive Committee for review. This process shall constitute the final determination of GNRC.

Attachment A. Application

APPLICATION AND CERTIFICATION – Transportation Services

Contract Period: July 1, 2022 – June 30, 2026

Applicant Organization Name: _____

Mailing Address: _____

Office Address: _____

If the applicant organization has multiple offices, attach a complete list.

Contact (Name & Title): _____

E-Mail Address: _____

Telephone: _____ Fax: _____

Fiscal Contact (Name & #): _____

Date of Application: _____

Employer ID #: _____

Place of Establishment: _____

Date Established: _____

Indicate the status of your agency (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> single purpose agency (only serving 60+) | <input type="checkbox"/> multipurpose agency |
| <input type="checkbox"/> minority owned/operated | <input type="checkbox"/> women owned/operated |
| <input type="checkbox"/> small business | <input type="checkbox"/> faith-based organization |
| <input type="checkbox"/> none of the above | |

Assurances and Certifications

By signing this application, the Applicant (also referred to sometimes in the RFP as Offeror, provider, or vendor), represents, warrants, agrees to, and certifies each of the following:

- The provider organization has completed this Application independent of any outside influence which may result in it receiving privileged information about this RFP. **This certification is made under penalty of perjury.**
- This proposal factually represents the administrative capabilities and proposed services of the Applicant, and that if the organization is approved, the Applicant will abide by the terms and conditions of the Provider Contract.
- The organization is in compliance with the specific Service Description and Standards required by the State of Tennessee for each proposed service activity and described in Section 2.2 of the RFP.
- The organization has written policies regarding the following:
 - Personnel Policies
 - Non-discrimination in Hiring Policy
 - Non-discrimination in Service Delivery Policy
 - ADA Compliance Policy

- Drug Free Workplace Policy
 - Affirmative Action Policy
 - Confidentiality Policy
 - Civil Rights Compliance Policy (Title VI and VII)
 - Certification Regarding Lobbying
- The organization has secured all required licenses, certifications, permits, and accreditation (as required by the State and/or Federal governments).
 - The organization will provide such other and further assurances as may be requested by the AAAD or TCAD.
 - The person signing on behalf of the organization is fully authorized to do so and to legally bind the organization thereby.

Authorization For Submission

(Name of Applicant Organization)

submits this application as part of its response to the Request for Proposals solicited by the Greater Nashville Regional Council. This application and all materials provided in response to the RFP will become part of any contract should the Applicant’s proposal be approved.

Executive Director / CEO / President

Date

Name and Title

Chair, Governing Body

Date

Name and Title

Attachment B. Scope of Services

SCOPE OF SERVICES - Transportation

Organization Name: _____

A. STATUS PLAN/TARGETING

	Approximate Number of Individuals 60+ to be Served Yearly	Average # of Rides
Total Unduplicated Individuals		
Low Income		
Low Income Minority		
Rural		
English Limitation		

B. NAME OF SUB-CONTRACTOR (if any):

For any additional sub-contractors, attach list with the following information:

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

C. PROVISION OF SERVICES

Attach an explanation, in detailed narrative format, of the types of transportation that will be provided. Please address the following within the narrative if applicable:

1. Average cost per ride
2. Is one-on-one assistance provided? (i.e., stop to stop or door through door)
3. What locations are allowable? (i.e., medical only, grocery store, beauty shop, pharmacy, etc.)
4. What is their average wait time for pick up/drop off?
5. What is the advance notice of need for a ride (3 days, 2 weeks, 1 day, etc.)?
6. Will they travel outside of the service area for an additional fee? (i.e., larger metropolitan area for specialized treatment)
7. Is service based on income only?
8. What is the customer satisfaction process?
9. What is the complaint process?
10. What is the customer service process?
11. What is the screening process of drivers?

D. SERVICE DELIVERY AREA(S):

Cheatham County

Davidson County

Dickson County

Houston County

Humphreys County

Montgomery County

Robertson County

Rutherford County

Stewart County

Sumner County

Trousdale County

Williamson County

Wilson County

Additional Comments:

Attachment C. Sample Contract Terms



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID		
Grantee Legal Entity Name			Employer ID		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #			
		Grantee's fiscal year end			
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
TOTAL:					
Ownership/Control					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Businesses (DSBE)					
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GR	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT #[YYYY-###]
BETWEEN THE
GREATER NASHVILLE REGIONAL COUNCIL
AND
GRANTEE NAME**

This Grant Contract, by and between the Greater Nashville Regional Council, hereinafter referred to as the "Grantor Agency" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **Scope of Service Caption**, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.

Grantee Place of Incorporation or Organization: **Location**

Employer Identification Number: **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Scope to be provided under this Grant Contract is included in Attachment 1, which is attached and made a part of this Grant Contract.
- A.3. 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 X incorporated to elaborate supplementary scope of services specifications.]

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on **Date** ("Effective Date") and ending on **Date**, ("Term"). The Grantor Agency 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 Grantor Agency under this Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the Grantor Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the Grantor Agency no more often than monthly, with all necessary supporting documentation, and present such to:

Greater Nashville Regional Council, 220 Athens Way, Suite 200, Nashville, TN 37228.

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Grantor Agency).
 - (5) Grantor: Greater Nashville Regional Council.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Employer ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Grantor Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- 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 one percent (1%) 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 any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the Grantor Agency.
- a. If total disbursements by the Grantor Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Grantor Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The Grantor Agency shall not be responsible for the payment of any invoice submitted to the Grantor Agency after the grant disbursement reconciliation report. The Grantor Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor Agency, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Grantor Agency as required 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 Grantor Agency pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Grantor Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor Agency, and subject to the availability of funds the Grantor Agency agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the Grantor Agency's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Grantor Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the Grantor Agency, on the

basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

- C.12. Grantor Agency's Right to Set Off. The Grantor Agency reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the Grantor Agency under which the Grantee has a right to receive payment from the Grantor Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Grantor Agency under this Grant Contract until the Grantor Agency has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the Grantor Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Grantor Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Grantor Agency, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the Grantor Agency 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.
- [C.15. Timeliness: Nutrition Service Information. Time is of the essence with respect to the Contractor's obligations under this Contract.

After the conclusion of each calendar month (each a "Concluded Month") and no later than the 14th day of the following month, the Contractor must (1) enter into the SAMS database the nutrition information (both meal and nutrition education data) for the Concluded Month and (2) submit to GNRC SAMS reports that demonstrate reconciliation between the entered data and the invoice for the Concluded Month.

It is a material term of the Contract that Contractor properly and timely fulfill its obligations with respect to entering nutrition information into the SAMS database and submitting reports to GNRC.

If Contractor fails to properly and timely enter and submit the required nutrition information, Contractor will have a one-time grace period of five days to: (1) enter the required data to the SAMS database and submit the report to GNRC **and** (2) submit to GNRC a compliance plan detailing the corrective action the Contractor will undertake to ensure that there are no additional failures.

The Contractor understands and agrees that its failure to follow these requirements would result in damage to the GNRC and would jeopardize GNRC's ability to continue conducting its operations but that it is difficult to calculate the exact dollar figure of the damage. Therefore, upon the second event of non-compliance with the deadlines for entering nutrition information and for each subsequent event of non-compliance, the Contractor shall pay as liquidated damages and not as a penalty the sum of 5% of the amount it would otherwise be owed for providing services during the month for which the data was untimely. Such liquidated damage amounts will be cumulative for subsequent offenses. GNRC reserves all other rights to address Contractor non-compliance.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor Agency is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- 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.
- D.3. Termination for Convenience. The Grantor Agency may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Grantor Agency. The Grantor Agency shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor Agency be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Grantor Agency is liable shall be determined by the Grantor Agency. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Grantor Agency'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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the Grantor Agency shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the Grantor Agency for damages sustained by virtue of any Breach Condition and the Grantor Agency may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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 Grantor Agency. If such subcontracts are approved by the Grantor Agency, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. 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 Grantor Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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 Grantor Agency 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 Grantor Agency.

- 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 Grantor Agency:

Michael Skipper, Executive Director
 Greater Nashville Regional Council
 220 Athens Way, Suite 200
 Nashville, TN 37228
mskipper@gnrc.org
 Telephone # 615-862-8828
 FAX # 615-862-8840

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 Grantor Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Grantor Agency's right to terminate this Grant Contract due to lack of

funds is not a breach of this Grant Contract by the Grantor Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Grantor Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The Grantor Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act 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 Grantor Agency that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the Grantor Agency, including cooperation and coordination with Grantor Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Grantor Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Grantor Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment 3, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.
 - d. The Grantee will indemnify the Grantor Agency and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Grantor Agency because of the violation.
- 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 and its employees and all sub-grantees 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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards*.

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 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 Grantor Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor 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 Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Employer 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 Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor Agency's website or as an attachment to the Grant Contract.

- D.19. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.20. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.21. 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.

The Grantee, being an independent contractor and not an employee of the Grantor Agency, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract. The Grantee shall defend, indemnify, and hold harmless the Grantor Agency for any costs to the Grantor Agency arising from Grantee's failure to fulfill its responsibilities as an independent contractor.

- D.22. Limitation of Grantor Agency's Liability. The Grantor Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Grantor Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Grantor

Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.23. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Grantor Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Grantor Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Grantor Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Grantor Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.24. 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.25. 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.26. 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.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.28. 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 Grantor Agency or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.29. 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

of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.30. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. 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.33. 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 Grantor Agency if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- [D.34. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the Grantor Agency is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the Grantor Agency; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the Grantor Agency and the Grantor Agency is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the

Grantor Agency whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 7. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

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

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

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

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. Hold Harmless. The Grantee agrees to defend, indemnify, and hold harmless the Grantor Agency as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the Grantor Agency to enforce the terms of this Grant Contract.
- E.3. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The Grantor Agency reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Grant Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Grant Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the Grantor Agency. All insurance companies providing coverage must be: (a) acceptable to the Grantor Agency; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the Grantor Agency. Grantee agrees to name the Grantor Agency as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the Grantor Agency. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the Grantor Agency. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Grant Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Grant Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the Grantor Agency is otherwise named as an additional insured.

Grantee shall provide the Grantor Agency a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the Grantor Agency – Greater Nashville Regional Council, 220 Athens Way, Suite 200, Nashville, TN 37228 as the certificate holder. Grantee shall provide the COI ten business days prior to the Effective Date and again thirty calendar days before renewal or replacement of coverage. Grantee shall provide the Grantor Agency evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the Grantor Agency may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Grant Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the Grantor Agency. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
 - 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.
- d. [Professional Liability Insurance
- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
 - 2) Any professional liability insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **two million dollars (\$2,000,000)** in the aggregate; and
 - 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than **three million (\$3,000,000)** per claim and **three million dollars (\$3,000,000)** in the aggregate for medical malpractice insurance.]
- e. [Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than **ten million dollars (\$10,000,000)** per occurrence or claim and **ten million dollars (\$10,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including

but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than **ten million dollars (\$10,000,000)** and payable whether incurred by the Grantor Agency or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the Grantor Agency or on behalf of the Grantor Agency hereunder.]

f. [Crime Insurance

- 1) The Grantee shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than **two hundred and fifty thousand dollars (\$250,000)**. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.]

g. [Sexual Abuse and Molestation Insurance

- 1) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.
- 2) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3) In lieu of this coverage requirement, the Grantee may provide an Educator’s Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.]

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Grantor Agency (“PII”). For the purposes of this Grant Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Grantee agrees it shall not do or omit to do anything which would cause the Grantor Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its

employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Grantor Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Grantor Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Grantor Agency to enable the Grantor Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Grantor Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Grantor Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII

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

In addition to the other requirements provided in this Grant Contract, the Grantee shall not sell or disclose information obtained from persons served under this Grant Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the Grantor Agency. Additionally, the Grantee shall not obtain the social security numbers of persons served under this Grant Contract. If the Grantee violates this section, the violation will constitute a Breach Condition, and the Grantor Agency shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services.

E.6. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the Grantor Agency. The Grantee shall immediately notify the Grantor Agency in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The Grantor Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.8. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

- E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the Grantor Agency or acquired by the Grantee on behalf of the Grantor Agency that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the Grantor Agency or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.10. Intellectual Property Indemnity. The Grantee agrees to defend, indemnify, and hold harmless Grantor Agency as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Grantor Agency concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the Grantor Agency, the Grantee shall satisfy and indemnify the Grantor Agency for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the Grantor Agency arising from any such claim.
- [E. 11. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Administration on Community Living and the Region 4 Office of the Environmental Protection Agency.]
- [E.12. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the Grantor Agency as required.

The Grantee shall comply with the following:

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

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the Grantor Agency by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the Grantor Agency by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

AGREED:

GRANTEE LEGAL ENTITY NAME:

GRANTEE NAME & TITLE

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

Michael Skipper, Executive Director

DATE

DRAFT

ATTACHMENT 1

SCOPE OF SERVICES

[INSERT SCOPE PAGES]

DRAFT

ATTACHMENT 2

**GRANT CONTRACT
BETWEEN
GREATER NASHVILLE REGIONAL COUNCIL
AND
GRANTEE NAME**

CONTRACT BUDGET

Date THROUGH Date

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of Expenditures	Title III-B: Nutrition	93.044	\$	\$	\$
10% of Expenditures	Title III-B: Ombudsman	93.044	\$	\$	\$
10% of Expenditures	Title III-B: Transportation	93.044	\$	\$	\$
10% of Expenditures	Title III-C1: Congregate Meals	93.045	\$	\$	\$
10% of Expenditures	Title III-C2: Home Delivered Meals	93.045	\$	\$	\$
10% of Expenditures	Title III-D: Evidence Based	93.043	\$	\$	\$
10% of Expenditures	Title III-E: Nutrition	93.052	\$	\$	\$
10% of Expenditures	Title VII: Ombudsman	93.042	\$	\$	\$
	Federal NSIP Funds				
	NSIP Nutrition	93.053	\$	\$	\$
	State Funding				
50% of Expenditures	Multipurpose Senior Centers	N/A	\$	\$	\$
10% of Expenditures	Home Delivered Meals	N/A	\$	\$	\$
10% of Expenditures	Homemaker	N/A	\$	\$	\$
	HCBS/Options for Community Living	N/A	\$	\$	\$
	Total		\$	\$	\$

ATTACHMENT 2 CONT.

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

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

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

ATTACHMENT 2 CONT.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT 3

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract (as that term is defined below) between the Greater Nashville Regional Council (GNRC) and Mid-Cumberland Human Resource Agency (Grantee) in accordance with Section D.11 of the Contract. This Agreement shall have the same effective date as the date of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as “GNRC”) and **Grantee Name** (hereinafter referred to as “Business Associate”).

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose “protected health information” as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as “HIPAA”. In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard “protected health information” and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. Definitions:

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

- (a) Agreement. “Agreement” shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.
- (b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean **Grantee Name**, whose principal address is **Grantee Address**.
- (c) Contract. “Contract” shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.
- (d) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way, Ste 200, Nashville, TN 37228.
- (e) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The “HIPAA Privacy Rule” is at 45 CFR, part 160 and part 164, subparts A and E. The “HIPAA Security Rule” is at 45 CFR Parts 160 and 164. The “HIPAA Breach Notification Rule” is at 45 CFR Part 164, Subpart D.
- (f) Parties. “Parties” shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. “Party” shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- (c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.
- (f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.
- (g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.
- (h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

- (i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- (j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business

associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

- (a) Term. This Agreement shall be effective as of the date described above and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.
- (b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.
- (c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.
- (c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

- (a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of

- sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.
- (b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.
 - (c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;
 - (d) The obligations of business associate under this Section shall survive the termination of this Agreement.

7. **Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.
- (e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default.

No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

- (g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.

DRAFT

ATTACHMENT 4

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Name
Subrecipient's DUNS number	#
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	Administration for Community Living
Name and contact information for the federal awarding official	Department of Health and Human Services Administration For Community Living One Massachusetts Avenue NW Washington, DC 20001-1401
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 5

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	GRANT # YYYY-##
GRANTEE LEGAL ENTITY NAME:	Grantee Name
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	Grantee EIN

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

SIGNATURE

Name and Title

PRINTED NAME

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

DATE OF ATTESTATION

ATTACHMENT 6

NOTICE OF AUDIT REPORT

Check one of the two boxes below and complete the remainder of this document as instructed. .

- Grantee Legal Entity Name is subject to an audit for fiscal year 2022.
- Grantee Legal Entity Name is not subject to an audit for fiscal year 2022.

Grantee's Edison Vendor ID Number (if applicable):

Grantee's fiscal year end:

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

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

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT 7

PARENT CHILD INFORMATION

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

“Child” means an entity whose information is contained in another entity’s IRS filing.

Grantee’s Employer ID number:

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

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

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

If yes, complete the fields below.

Parent entity’s name: _____

Parent entity’s tax identification number: _____

Note: DO NOT LIST A SOCIAL SECURITY NUMBER ABOVE. If the parent entity’s tax identification number is a social security number, please call _____ to provide the number.

Parent entity’s contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity’s Employer ID number, if applicable: _____

