



GREATER NASHVILLE  
**REGIONAL COUNCIL**

# In-Home Services for Older or Disabled Adults

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Request for Proposals  
RFP-2023-01

**Greater Nashville Regional Council**

44 Vantage Way, Suite 450 | Nashville, Tennessee 37228 | Phone: (615) 862-8828 | Fax: (615) 862-8840

[GNRC.org](https://www.gnrc.org)

# RFP Summary

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## About GNRC

The Greater Nashville Regional Council (GNRC) is a public agency established by the TN General Assembly to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services.

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. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at [www.GNRC.org](http://www.GNRC.org).

## About this Solicitation

GNRC is seeking proposals from agencies capable of providing in-home services to older adults, adults with disabilities, and/or their caregivers. **The GNRC intends to award one or more contracts to qualified service providers capable of providing the services described in this RFP.**

## Important Dates and Deadlines

**RFP Issued:** 1/6/2023

**Submission Deadline:** This is a rolling RFP. Proposals may be submitted through 12/31/2025 for services to be performed on or before June 30, 2026.

## Inquiries and Contact Information

All inquiries should be directed in writing to [rfp@gnrc.org](mailto: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 [rfp@gnrc.org](mailto:rfp@gnrc.org). Oral statements or instructions will not constitute an amendment to this RFP. Any amendments to this RFP will be posted online at [www.GNRC.org/Procurement](http://www.GNRC.org/Procurement).

## 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. This policy applies to applicants for employment and current employees as well as sub-recipients and subcontractors of the GNRC that receive federal funding. Complaints must be filed within 180 days of the alleged discrimination to Grant Kehler, Non-Discrimination Coordinator, at 44 Vantage Way, Ste 450, Nashville, TN 37228, by phone at 615-862-8828, or by email to [gkeehler@gnrc.org](mailto:gkeehler@gnrc.org). Complaints may also be filed with the state or federal agency involved, and with the Tennessee Human Rights Commission.

GNRC's full non-discrimination policy and additional information about **ADA** or **English language accommodations** are available online at [www.GNRC.org/legal](http://www.GNRC.org/legal).

# Table of Contents

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<b>Section 1. Background</b> .....	<b>1</b>
1.1 About the GNRC .....	1
1.2 About the Project .....	1
<b>Section 2. Scope of Project</b> .....	<b>3</b>
2.1 Provider Requirements .....	3
2.2 Requested Services .....	5
<b>Section 3. Instructions to Offerors</b> .....	<b>8</b>
3.1 Pre-Proposal Inquiries .....	8
3.2 Submission Requirements.....	8
3.3 Proposal Contents .....	8
3.4 Terms and Conditions .....	10
<b>Section 4. Selection Process</b> .....	<b>12</b>
4.1 Proposal Reviews .....	12
4.2 Final Evaluations.....	12
4.3 Solicitation Outcomes .....	12
4.4 Protests .....	13
<b>Attachment A. Application</b>	
<b>Attachment B. Scope of Services</b>	
<b>Attachment C. Unit Rate for Services</b>	
<b>Attachment D. Sample Contract Terms</b>	

# Section 1. Background

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## 1.1 About the GNRC

The Greater Nashville Regional Council (GNRC) is a public agency established 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) to convene local and state leaders for the purposes of planning and programming state and federal investments into public infrastructure and a range of social services. 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 seeking proposals from agencies capable of providing in-home services to older adults, adults with disabilities, and/or their caregivers.

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. In this role, GNRC provides programs, services, advocacy, inter-agency coordination, and information-sharing opportunities to improve the quality of life for older or disabled Tennesseans. GNRC delivers a range of federal and state programs in partnership with local agencies and private-sector organizations. Find out more at [GNRC.org](http://GNRC.org).

### 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 two service providers per county for each service type.

### Funding Sources and Programs

Funding sources include State of Tennessee Options for Community Living funds, federal Older Americans Act Title IIIB Supportive Services funds, and federal Older Americans Act Title IIIE Family Caregiver funds.

For all programs, GNRC identifies eligible individuals and determines needed services. GNRC is responsible for identification, coordination, and authorization of all care and any adjustments to the services being provided through these programs.

Service types are defined in Section 2.2. The following is a brief description of each program:

- Tennessee's **Options for Community Living Program** is designed to enable older adults to live independently in their homes by providing services such as homemaker services, personal care services, or home delivered meals. With the assistance of these limited services, along with the support of family and others, the older adult may be able to avoid or prolong admission into institutional care.
- The **Older Americans Act (OAA) Title IIIB** provides an array of supportive services for persons aged 60 and over. Services are designed to allow older persons to reside in the community and in their own homes with the maximum amount of dignity for as long as possible. Title IIIB services are targeted to

older individuals with the greatest economic need, with particular attention to low-income minority individuals, those with the greatest social needs and those residing in rural areas. For the purpose of this RFP, the Older Americans Act funding will be used to provide funding for in-home services such as homemaker, chore, personal care, minor home modifications, personal emergency response systems, and adult day care.

- The **National Family Caregiver Support Program (NFCSP) Title III E** provides resources and assistance for family caregivers caring for older adults and for grandparent relative caregivers. Information, assistance, and counseling can be provided to any caregiver, but provision of respite and supplemental services is limited to caregiver support for older individuals who are unable to perform at least two activities of daily living, or who require substantial supervision due to a cognitive or other mental impairment.

# Section 2. Scope of Project

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## 2.1 Provider Requirements

The GNRC is seeking agencies with experience providing in-home services to older adults, adults with disabilities, and their caregivers. Selection of an Offeror to receive a contract means that the provider is an GNRC Service Provider. Having a contract with GNRC does not guarantee that any amount of services will be authorized or that services provided will automatically be eligible for reimbursement.

To be eligible for selection, offerors must meet the following criteria:

1. Have submitted a proposal to GNRC in response to this RFP as instructed in Section 3.
2. Have all currently required licenses for the services being offered (the below are subject to change):
  - a. Homemaker, Personal Care, In-Home Respite: PSSA License with the Department of Mental Health or Department of Intellectual Disabilities OR Home Health Agency license with the Department of Health
  - b. Adult Day Care: Adult Day Services License with the Department of Human Services (DHS)
  - c. Institutional Respite: Licensed by the Tennessee Office of Health Care Facilities
3. Are registered and in good standing with the Tennessee Secretary of State, if applicable.

### Standards of Conduct

GNRC Service Providers must adhere to the following Standards of Conduct:

1. Federal and state funds will be expended only for services authorized on a contract with GNRC.
2. Services under this contract will be provided only to individuals who have been determined by GNRC to meet eligibility criteria and are authorized to receive services (each such individual is referred to as a "GNRC Client").
3. GNRC Clients will not be denied or limited services because of their income or financial resources. Distance from GNRC Service Provider will not be used to deny services as this practice violates the mandate for special emphasis to rural residents, residents with disabilities and isolated individuals.
4. Quality Assurance will be an ongoing process in which all entities including TCAD, AAAD, GNRC Service Providers, and GNRC Clients will play a role.
5. No GNRC Service Provider will collect the social security number of any GNRC Client.
6. No GNRC Service Provider staff or volunteer will pay bills, cash checks, or in any way handle GNRC Clients' money without prior approval of the GNRC Service Provider supervisor. All transactions involving GNRC Clients' money must be documented using a standardized form, which includes, at minimum, the name of the worker(s), purpose of errand, dollar amount given to worker, and the signatures of the worker and the GNRC Client. The GNRC Client must receive a copy of the form. A receipt including specific notation of the amount of change returned to the GNRC Client must also be provided to the client, with a copy kept by the GNRC Service Provider.
7. No GNRC Service Provider staff or volunteer will solicit or accept gratuities, favors, or anything of monetary value from a GNRC Client, service provider by whom they are not employed, contractor, or potential contractor.
8. No GNRC Service Provider staff or volunteer will offer for sale any type of merchandise or service; nor may they seek to encourage the acceptance of any particular belief or philosophy by any GNRC Client.

## General Contract Requirements

Below are the general requirements and expectations that GNRC Service Providers must agree to. By submitting a response to the RFP, Offerors are asserting that they agree to these general requirements and will enter into a contract containing these requirements.

1. Meet appropriate federal or state requirements for licenses and liability insurance for the entirety of the contract.
2. Comply with all federal, state, and local civil rights rules and regulations.
3. Update the proposal information to GNRC as changes occur during the course of the contract period.
4. Enter into a contract with GNRC, attached as Attachment D.
5. Comply with all requirements specified in the service descriptions when providing GNRC-authorized services. See Section 2.2 for Service Descriptions.
6. Report any abuse, neglect, or exploitation directly to Adult Protective Services, as required by law, as well as submit reports about incidences and action taken to GNRC.
7. Treat all GNRC Client information as confidential. Ensure that it is filed securely and accessed or shared according to the minimum necessary rule.
8. Have procedures in place to ensure that no information about a GNRC Client is obtained or disclosed by a GNRC Service Provider in a form that identifies the person without the informed written consent of that person or of his or her legal representative. Disclosure may be allowed by court order, or for program quality assurance by authorized federal, state, or GNRC staff so long as access is in conformity with the Privacy Act of 1974 or other governing law. All GNRC Client information must be maintained in controlled access files. (Exception: A written release of information when making a referral for Adult Protective Services is not required.)
9. Follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) laws to further protect the privacy of GNRC Client if the GNRC Service Provider is a Covered Entity or otherwise subject to HIPAA requirements.
10. Have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty or fraud. For more information about insurance requirements, see Attachment D.
11. Provide services to GNRC Clients according to GNRC service authorizations in a timely manner as dictated by program requirements.
12. Have in place adequate staffing plans to meet the needs of GNRC Clients in all counties contracted to serve.
13. Designate a responsible supervisor by name and title for contracted service activities who will ensure that services are provided on a day-to-day basis according to the contract, governing statutes, and Provider Authorization/Notification of Change documents.
14. Inform all individuals of their right to file a grievance and provide them with a copy of GNRC's required grievance procedures, and follow the GNRC-required grievance procedures when a GNRC Client is dissatisfied with service(s) being provided.
15. Have a policy in place to ensure that personnel who have contracted any infectious illness or disease do not provide services to GNRC Clients until they are without symptoms.
16. Complete background checks according to GNRC guidelines and program requirements for GNRC Service Provider staff and volunteers who provide direct care for, have direct contact with, have direct responsibility for the safety and care of, or who have access to GNRC Client information. These

background checks must be completed prior to GNRC Service Provider staff or volunteer gaining access to GNRC Clients or their information.

17. Document and maintain personnel files for each GNRC Service Provider staff or volunteer who provides direct care for, has direct contact with, or has direct responsibility for the safety and care of GNRC Clients in their homes. At minimum, personnel files must contain the following:
  - a. A statement of any prior convictions
  - b. Confidentiality statement, renewed and signed annually
  - c. Current job description
  - d. Results of employment history and personal reference checks
  - e. Results of background checks by the National Sex Offender Registry, Tennessee Felony Offender Registry, Tennessee Abuse Registries, Interstate Compact Offender Tracking System, and local or state law enforcement background checks
  - f. Results of any other requested checks
  - g. Justification of the decision to employ an individual, with reference to any information received from the background check. The justification must be signed by the GNRC Service Provider.
  - h. Evidence of orientation and training
  - i. Annual documentation of flu vaccine or declination
  - j. Results of the check of all Tennessee Department of Health databases of licensed health professionals including Certified Nursing Assistants (CNA), if applicable
18. Ensure that every GNRC Service Provider staff or volunteer displays proper identification when entering GNRC Clients' homes in an official capacity. Proper identification is either (1) a photo ID issued by the GNRC Service Provider that identifies the name of the GNRC Service Provider and the name of the staff or volunteer; or (2) a GNRC Service Provider-issued identification (such as a business card) presented with a valid state-issued photo ID (such as a driver's license).
19. Require GNRC Service Provider staff and volunteers to participate in training relevant to their major job responsibilities and in GNRC- and TCAD-designated trainings when appropriate.
20. Respond to requests for information from TCAD and GNRC.
21. Allow GNRC to monitor operations at least annually.
22. Provide personal protective equipment (PPE), such as gloves, for GNRC Service Provider staff or volunteers who work in GNRC Clients' homes.

## 2.2 Requested Services

GNRC Service Providers will provide services to older adults, adults with disabilities, and their caregivers as authorized by GNRC staff. The contracting period runs through June 30, 2026. **Offerors may propose to provide any combination of the services identified in this section.** GNRC anticipates needing providers for the following services:

### Adult Day Care

Programs that provide personal care for dependent adults in a supervised, protective congregate setting during some portion of a twenty-four hour day. Service sites may include intermediate and skilled care facilities, hospitals, churches, community centers, senior centers, and other appropriate, accessible facilities. Services offered in conjunction with adult day care includes social and recreational activities, training, and counseling, meals for adult day care; and/or services such as rehabilitation, medications assistance, and home health aide services for adult day health. Services are reimbursed on a per hour basis with maximum per-day fees.



## **Assistive Technology**

Programs that pay all or a portion of the cost associated with purchasing assistive technology products and/or services which are used to increase, maintain, or improve functional capabilities of individuals with disabilities. This can include cognitive or learning devices, control and signaling aids, daily living aids, hearing augmentation aids, mobility aids, prosthetic devices, orthotic devices, seating devices, recreational aids, speech aids and visual or reading aids. Services are reimbursed on a case-by-case basis.

## **Caregiver Training**

Programs that provide training for family members and other unpaid caregivers which focuses on care-related activities such as medication management, personal care and making the home environment safe and barrier-free as well as on stress management and other techniques to help caregivers take care of themselves. Services are reimbursed per session.

## **Chore**

Programs that offer the services of domestic workers who go into people's homes and help with heavy house cleaning chores. Activities include assisting persons having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work, or sidewalk maintenance. Services are reimbursed on a per hour basis.

## **Home Modifications/Repairs**

Programs that provide assistance in the form of labor and supplies for people who need to make essential repairs in order to eliminate health or safety hazards, such as weatherization, installing safety or accessibility features such as ramps, hand rails, grab bars or repairing or replacing steps, repair of heating, plumbing, or electrical systems. Services are reimbursed on a case-by-case basis.

## **Homemaker**

Programs that assist persons having difficulty with one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, and doing light housework. Activities include routine household management tasks such as menu planning, budgeting, shopping, meal preparation, and light housekeeping. Services are reimbursed on an hourly basis.

## **In-home Respite**

Programs that offer respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities. Services are reimbursed on a per hour basis.

## **Medical Equipment/Supplies**

Programs that provide necessary sickroom equipment, medical bandages, respiratory aids and other medical supplies that are required by people who are convalescing following surgery or illness. Services are reimbursed on a case-by-case basis.

## **Personal Care**

Providing personal assistance, supervision or cues for a person having difficulties with one or more of the following five activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed. Services are reimbursed on a per hour basis.

## **Personal Emergency Response System**

Programs that provide electronic equipment which connects frail elderly individuals or people who have disabilities with participating hospitals, paramedics, or other sources of emergency assistance. Contracts provide funding for installation of the equipment as well as an amount to cover any monthly monitoring fee.

**Pest Control**

Programs that abate established infestations of insects, rodents, and other pests which may endanger the health of the family or cause damage to homes. Services are reimbursed per session with a maximum number of visits per year per GNRC client.

**Institutional Respite**

Programs that offer respite services in assisted living, intermediate, or skilled nursing care facilities to allow family caregivers to be temporarily relieved from their caregiving responsibilities. Services are reimbursed on a per day basis.

**Support Groups**

Programs that offer sessions in which unrelated groups of seniors or their families discuss their attitudes, feelings, and problems and, with input from other members in the group, attempt to achieve greater understanding and adjustment and explore solutions to their problem. Services are reimbursed per session.

# Section 3. Instructions to Offerors

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## 3.1 Pre-Proposal Inquiries

All inquiries should be directed in writing to [rfp@gnrc.org](mailto:rfp@gnrc.org). The email must include a subject line that contains the RFP number as well as reference to the page and any section number the question involves. Answers will be provided in writing and be posted online at [GNRC.org/Procurement](http://GNRC.org/Procurement) as an addendum to the solicitation.

## 3.2 Submission Requirements

One electronic copy (PDF format) or one hard copy of the proposal must be received at GNRC, 44 Vantage Way, Suite 450, Nashville, TN, 37228. The proposal must be clearly marked "Attention: RFP 2023-01" 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.

If proposing to serve counties in the service areas of multiple AAADs, Offerors must submit a proposal to each AAAD designated for the proposed counties in accordance with the appropriate AAAD's procurement requirements

## 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.

### Item 1. Cover Letter

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

- a. A statement that the accompanying proposal is in response to this RFP
- b. A statement that Offeror is willing, if selected, to execute a contract with GNRC
- c. A statement identifying the individual(s) authorized to finalize a contract on behalf of the Offeror
- d. A brief (1-2 sentence) description of any contingency plans for your organization in the event you were unable to work (required for sole proprietors or single member entities only)

### Item 2. Application

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

### Item 3. Licenses, Certifications, Permits, and Accreditation

Provide copies of all required licenses, certifications, permits, and accreditation required by the state or federal governments, including the following:

- a. A copy of any licensures related to the proposed services (as described in Section 2.1 at minimum)
- b. Any required business license
- c. A copy of the Offeror's current Certificate of Insurance

#### **Item 4. Organizational Chart**

Provide an organizational chart showing both the overall agency and the single organization unit responsible for delivering proposed services. Indicate key roles that will be involved in the program and the supervisory structure related to proposed service delivery.

#### **Item 5. Scope of Services**

Include a completed Scope of Services, provided as Attachment B with this RFP, to indicate services covered under this RFP.

#### **Item 6. Proposed Service Unit Reimbursement Rate**

Include a completed Unit Rate for Services, provided as Attachment C with this RFP. The Offeror must provide a unit rate for each service proposed. Be aware that only the lesser of the maximum rate or the usual and customary charge for each service should be billed to GNRC. The maximum rate of reimbursement for OPTIONS and OAA services, including the NFCSP, is listed in Attachment C.

#### **Item 7. History, Experience, and Mission**

Provide the following information about the Offeror's history, experience, and mission:

- a. A brief history of the Offeror and its service delivery system for any proposed Home and Community-Based services
- b. The number of years the Offeror has been in business
- c. A description of the Offeror's organizational experience in working with older persons or adults with disabilities, including the number of in-home service clients the Offeror has served in the last year
- d. A description of the approach and plans for service implementation
- e. The Offeror's mission statement, values, and guiding principles

#### **Item 8. Entity Type & Governing Body**

Provide the following information about the Offeror's entity type and governing body, if any:

- a. A description of the Offeror's business entity type and status, if any (i.e., a sole proprietorship; Tennessee limited liability company; a Tennessee nonprofit that is a 501(c)(3) tax-exempt organization).
- b. A description of the structure and responsibilities of the entity's governing body, if any (e.g., members of an LLC, owners or board of directors of a corporation)
- c. A list of the present membership of the board of directors or other governing body of the Offeror, including the following information about each member:
  - i. Name
  - ii. Address
  - iii. Sex
  - iv. Race
  - v. Disability status
- d. A description of the method used for selecting and replacing board members, such as a copy of bylaws or an operating agreement

#### **Item 9. Personnel & Training**

Provide the following information related to personnel and training:

- a. The job descriptions for each position that will serve as direct service workers, including the required qualifications and competencies
- b. The proposed training and curriculum to be used to keep staff current with respect to service delivery requirements and best practices in services and supports.

## **Item 10. Financial Capacity**

Provide the following documentation to show the Offeror's financial management capacity:

- a. If available, the most recently completed audited financial statements of Offeror
- b. If audited financial statements are not available, all of the following:
  - i. IRS tax reporting forms/tax return for the most recently concluded fiscal year.
  - ii. A current written bank reference, in the form of a standard business letter, indicating that the Offeror's business relationship with the financial institution is in positive standing.
  - iii. Two current written positive credit references in the form of standard business letters from vendors with which the Offeror has done business, or documentation of a positive credit rating determined by an accredited credit bureau within the last six months.

## **Item 11. 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 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 in writing 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 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. 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 services 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**

A sample contract containing GNRC's standard terms for in-home services are attached to this solicitation as Attachment D. Contract terms appearing in brackets may not apply to all contracts. 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 GNRC and Offeror.

# Section 4. Selection Process

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## 4.1 Proposal Reviews

Proposals will be reviewed on a rolling basis as they are received. After a preliminary review to determine if the Offeror has demonstrated the requisite qualifications identified in Section 2.1 and that the Offeror has met the submission requirements identified in Section 3.2, the submission will be considered a “Qualified Proposal.” Qualified Proposals will be evaluated using the following scoring criteria. In the event two or more Offerors have submitted Qualified Proposals to provide the same or similar services, proposals will be ranked according to their score.

<b>WEIGHT</b>	<b>CRITERION</b>
2 points	Offeror is a Minority or Women Owned Business
1-5 points	Proposal Completeness
1 point	Staff adequacy as determined by Scope of Services
1 point per full county; 0.5 point if portion of a county is served	Service Area (does not apply to Adult Day Care)
5 points	Scope of Services - Proposal fills a gap in GNRC service network
3-5 points	Proposed Service Unit Reimbursement Rate - Rates charged to GNRC are less than or equal to maximum allowable rate for applicable services
1-3 points	Organizational History and Experience (years in business, number of clients served, licenses if applicable)
1-3 points	Personnel and Training – Described personnel and training is adequate for services proposed

## 4.2 Final Evaluations

Based on the evaluation of the written proposals, GNRC may request to visit the Offeror’s physical office to review non-sensitive files and conduct interviews with key staff.

In its discretion, GNRC may request the submission of any documents that may have been omitted from the Proposal.

## 4.3 Solicitation Outcomes

GNRC is not obligated to contract with anyone as a result of this solicitation. Offerors who do not receive an invitation to contract with GNRC are eligible to resubmit a proposal for an ongoing RFP. Any resubmission should include a description of changes to the business or service delivery model that distinguish the new application from the previous one.

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

- Waive any immaterial defect or informality,
- Reject proposals that are incomplete,
- Reject any or all proposals, or portions thereof,
- Make changes to or reissue this Request for Proposal,
- Contract with any Offeror with a Qualified Proposal who did not initially receive a contract
- Cancel the Solicitation.

## 4.4 Protests

Disputes concerning the procurement process, selection outcomes, or any request for stay of award will be lodged and resolved as follows:

1. The aggrieved party will document its protest in writing. The protest must contain:
  - The name, phone number, email address, and physical address of the person or entity protesting.
  - A statement of grounds for the protest, including the law or process alleged to have been violated.
  - The date that the protestor became aware of the issue.
  - A statement of the relief requested.
2. The protest must be emailed to [rfp@gnrc.org](mailto:rfp@gnrc.org) or hand-delivered to the GNRC office to the attention of GNRC Procurement no more than 7 business days after the protestor knew or should have known about the event or situation that predicated the protest.
3. Ordinarily, a protest will pause the procurement selection process. However, GNRC reserves the right to continue the selection process should GNRC determine that it or its constituents will be harmed by the delay.
4. The Finance Director will notify the protestor of the receipt of protest and may elect to meet with the protester.
5. The Finance Director will endeavor to issue a decision on the protest within five business days, but no delay in the decision will be grounds for protest. The decision will be delivered by email and deemed received one business day after it is sent.
6. A protestor may appeal the decision in writing to the Executive Director. The appeal must be received by no more than 5 business days after receipt of the original decision. The Executive Director's decision on the matter will be final.
7. In some circumstances, state or federal law may provide for a protest procedure. Protestors must exhaust their administrative remedies with GNRC before using the state or federal process.



# Attachment A. Application

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APPLICATION AND CERTIFICATION – In-Home Services  
RFP-2023-01

Offeror Agency Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Office Address: \_\_\_\_\_

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

Is this a virtual office?  Yes  No

*If yes, provide the address of the physical location at which files are kept:*

Physical Address: \_\_\_\_\_

*This location will need to be made available for monitoring purposes.*

Contact (Name & Title): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency Contact (Name & #): \_\_\_\_\_

Fiscal Contact (Name & #): \_\_\_\_\_

Date of Application: \_\_\_\_\_

Place of Establishment: \_\_\_\_\_

Date Established: \_\_\_\_\_

State where Licensed/Incorporated: \_\_\_\_\_

Indicate the entity type:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                                 | <input type="checkbox"/> Partnership               |
| <input type="checkbox"/> For-Profit Corporation                     | <input type="checkbox"/> Joint Venture             |
| <input type="checkbox"/> Non-Profit Corporation                     | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Special Purpose Corporation or Association | <input type="checkbox"/> Government                |

Indicate the ownership/control of the Offeror agency (check any/all that apply):

Minority Business Enterprise (MBE):

- |  |  |
|--|--|
| <input type="checkbox"/> MBE - African American          | <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) |
| <input type="checkbox"/> MBE - Asia American             | <input type="checkbox"/> Disabled Business Enterprise (DSBE)         |
| <input type="checkbox"/> MBE - Hispanic American         | <input type="checkbox"/> Small Business Enterprise (SBE)             |
| <input type="checkbox"/> MBE - Native American           | <input type="checkbox"/> Government                                  |
| <input type="checkbox"/> Woman Business Enterprise (WBE) | <input type="checkbox"/> Non-Minority/Disadvantaged                  |
| <input type="checkbox"/> Other: _____                    |  |

## Organizational Conduct

If the answer to any of the following questions is yes, attach an explanation.

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to any contracted crime involving a public contract?

Yes  No

Has the organization and/or any of the organization's employees, agents, independent contractors been convicted of, pled guilty to, or pled no contest to a felony?

Yes  No

Has the organization and/or any of the organization's employees, agents, independent contractors been civilly liable in an action that involved fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

Yes  No

Has the organization and/or any of the organization's employees, agents, independent contractors been relieved of responsibility by a court, employer, or client for actions involving fraud, misrepresentation, material omission, misappropriation, moral turpitude, theft, or conversion?

Yes  No

Is your organization currently under Federal or State debarment?

Yes  No

## Assurances and Certifications

By signing this application, the Offeror represents, warrants, agrees to, and certifies each of the following:

- The Offeror 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 Offeror, and that, if the agency is selected, the Offeror will abide by the terms and conditions of the Provider Contract.
- The Offeror 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 Offeror 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 Offeror has secured all required licenses, certifications, permits, and accreditation (as required by the State and/or Federal governments).
- The Offeror has supplied GNRC with the reasonable, usual, and customary charges that the agency would charge other persons or charge as a unit cost regardless of whether the person is enrolled in services authorized through the Tennessee Commission on Aging and Disability’s Home and Community Based Services or any other TCAD-authorized services.
- The reasonable, usual, and customary charges provided costs are accurately reflected on Attachment C. If the Offeror is selected, it will contract with GNRC for services at the lesser of (1) the reasonable, usual, and customary charges or (2) the maximum charges outlined in Section V of the RFP.
- The Offeror shall notify GNRC of any changes to the usual and customary charges listed in Attachment C and that those usual and customary charges will be provided on request by GNRC or TCAD.
- The Offeror will provide such other and further assurances as may be requested by GNRC or TCAD.
- The person signing on behalf of the Offeror is fully authorized to do so and to legally bind the Offeror thereby.

**Authorization For Submission**

---

*(Legal Name of Offeror Agency)*

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 selected.

---

Executive Director / CEO / President

---

Date

---

*Name and Title*

---

Chair, Governing Body

---

Date

---

*Name and Title*

# Attachment B. Scope of Services

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**SCOPE OF SERVICES – In-Home Services**

RFP 2023-01

Provider Name: \_\_\_\_\_

A. SUMMARY OF DIRECT SERVICE ACTIVITIES

*Check services to be provided:*

NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM	OLDER AMERICANS ACT / OPTIONS PROGRAM
<input type="checkbox"/> Adult Day Care (1 hour)	<input type="checkbox"/> Adult Day Care (1 hour)
<input type="checkbox"/> Homemaker (1 hour)	<input type="checkbox"/> Homemaker (1 hour)
<input type="checkbox"/> Personal Care (1 hour)	<input type="checkbox"/> Personal Care (1 hour)
<input type="checkbox"/> Home Modifications/Repairs (1 repair)	<input type="checkbox"/> Home Modification/Repair (1 Repair)
<input type="checkbox"/> Personal Emergency Response System (Installation, Monthly Fee)	<input type="checkbox"/> Personal Emergency Response System (Installation, Monthly Fee)
<input type="checkbox"/> Pest Control	<input type="checkbox"/> Pest Control
<input type="checkbox"/> Assistive Technology (1 purchase)	<input type="checkbox"/> Chore (1 hour)
<input type="checkbox"/> Medical Equipment/Supplies (1 purchase)	
<input type="checkbox"/> In-home Respite (1 hour)	
<input type="checkbox"/> Support Groups (1 session)	
<input type="checkbox"/> Caregiver Training (1 hour)	
<input type="checkbox"/> Institutional Respite	

B. SERVICE AVAILABILITY:

Days of Service Availability: \_\_\_\_\_

Hours of Service Availability: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

D. QUALITY OF SERVICE:

The Provider shall ensure that quality services are provided to eligible consumers. The determination of quality must be based on an established quality assurance process.

E. TRAINING:

The Provider will attend meetings or workshops sponsored by the Greater Nashville Regional Council and the Tennessee Commission on Aging and Disability, where appropriate and indicated.

F. SPECIAL CONTRACT CONDITIONS:

1. APPROVED HOLIDAY CLOSINGS:

*List all holiday closures below.*

2. CAREGIVER TRAINING ONLY:

*Attach a training curriculum that includes class/session objectives along with a copy of the proposed training schedule for the twelve-month period.*

G. SERVICE DELIVERY AREA(S):

*Select service areas and indicate number of staff currently employed per county.*

- |                         |                         |
|-------------------------|-------------------------|
| _____ Cheatham County   | _____ Rutherford County |
| _____ Davidson County   | _____ Stewart County    |
| _____ Dickson County    | _____ Sumner County     |
| _____ Houston County    | _____ Trousdale County  |
| _____ Humphreys County  | _____ Williamson County |
| _____ Montgomery County | _____ Wilson County     |
| _____ Robertson County  |                         |

Additional Comments:

# Attachment C. Unit Rate for Services

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## UNIT RATE FOR SERVICES – In-Home Services

RFP 2023-01

Offeror Agency Name: \_\_\_\_\_

*Provide the usual and customary rate and the rate to be charged to GNRC for all services to be provided. Rate charged to GNRC cannot exceed the Offeror's usual and customary rate or the maximum rate of reimbursement.*

Service	Usual and Customary Rate	Maximum Rate of Reimbursement (OPTIONS & OAA)	Rate Charged to GNRC <i>(lesser of the two)</i>
Adult Day Care (1 hour)		\$13.28	
Homemaker (1 hour)		\$23.44	
Personal Care (1 hour)		\$23.44	
Personal Emergency Response System (Installation)		\$52.55	
Personal Emergency Response System (Monthly Fee)		\$29.95	
Pest Control		N/A	
In-home Respite (1 hour)		\$18.00	
Home Modifications/ Repairs (1 repair)	N/A	N/A	
Chore (1 hour)		N/A	
Assistive Technology (1 purchase)	N/A	N/A	
Medical Equipment/Supplies (1 purchase)	N/A	N/A	
Support Groups (1 session)		N/A	
Caregiver Training (1 hour)		N/A	
Institutional Respite (1 day)		N/A	

# Attachment D. Sample Contract Terms

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**GRANT CONTRACT # «Contract\_Number»  
BETWEEN  
GREATER NASHVILLE REGIONAL COUNCIL  
AND  
«LEGAL\_NAME\_AND\_DBA»**

This Grant Contract, by and between Greater Nashville Regional Council (“Agency” or “GNRC”) and «Full\_Name», a «Grantee\_Place\_of\_Incorporation\_or\_Organi» «grantee\_entity\_type», (“Grantee”) is for the provision of «Service\_Caption», as further defined in the "SCOPE OF SERVICES."

The Grantee is a «Grantee\_Entity\_Type».

Grantee Place of Incorporation or Organization: «Grantee\_Place\_of\_Incorporation\_or\_Organi»

Grantee FEIN «Grantee\_Employer\_Identification\_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. The Scope to be provided under this Grant Contract is included in Attachment A. The Scope is fully incorporated into and made 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 Agency grant proposal solicitation as may be amended, if any;
  - c. the Grantee’s proposal (incorporated by reference) to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

**B. TERM OF GRANT CONTRACT:**

- B.1. Term. This Grant Contract shall be effective for the period beginning on «Term\_Start», (“Effective Date”) and ending on «Term\_End» (“Term”). The Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The Agency reserves the right at its sole option to exercise up to three (3) consecutive renewal options under the same terms and conditions, with each renewal option period not to exceed twelve (12) months. In no event, however, shall the maximum term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Grant Contract exceed «Spell\_Number» Dollars («Total\_Max\_Liab») (“Maximum Liability”) for FY 2023. The Grant Budget for FY 2023, attached and incorporated hereto as Attachment B, 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 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, if any, 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 Agency no more often than monthly, with all necessary supporting documentation, and present such to:

AgingFinance@gnrc.org

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the Agency).
  - (5) Grantor: Greater Nashville Regional Council.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee FEIN Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - 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 Agency is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Agency within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The Agency will not deem such Grantee costs to be allowable and reimbursable by the Agency unless, at the sole discretion of the Agency, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00). Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within eight (8) days of the Grant Contract end date, in form and substance acceptable to the Agency.

- a. If total disbursements by the Agency pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The Agency shall not be responsible for the payment of any invoice submitted to the Agency after the grant disbursement reconciliation report. The Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Agency, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the Agency as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the Agency pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- e. If the Grant Budget specifies a Grantee Match Requirement, then the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Agency pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Agency, and subject to the availability of funds the Agency agrees to remit any underpayment to the Grantee.
- C.9. 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 Agency shall not prejudice the Agency's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Agency shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. 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 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. Agency's Right to Set Off. The 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 Agency under which the Grantee has a right to receive payment from the Agency.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the Agency under this Grant Contract until the Agency has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and present to the Agency an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Agency. By doing so, the Grantee acknowledges and agrees that, once this form is received by the Agency, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the Agency the Agency-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Agency is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Agency may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the Agency. The Agency shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Agency be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the Agency is liable shall be determined by the Agency. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Agency's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. Each obligation of the Grantee under this Grant Contract is material, and time is of the essence. If the Grantee fails to 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 Agency shall have the right to terminate the Grant Contract without notice and to 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 Agency for damages sustained by virtue of any Breach Condition and the 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 Agency. If such subcontracts are approved by the Agency, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee, or 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 (6) months has been, an employee of the State of Tennessee, or Agency, or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or 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 Agency:

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

The Grantee:

«Primary\_Contact\_Name», «Primary\_Contact\_Title»  
 «Legal\_Name\_and\_DBA»  
 «Physical\_Address»  
 «Primary\_Contact\_Email»  
 Telephone # «Primary\_Contact\_Phone\_»  
 FAX # «Primary\_Contact\_Fax\_\_if\_available»

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 Agency reserves the right to terminate this Grant Contract upon written notice to the Grantee. The Agency's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The Agency and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("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 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 Agency, including cooperation and coordination with Agency privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The Agency and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Agency and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver 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 C**, 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 defend and indemnify the 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 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 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, Commission on Aging and Disability." All notices by the Grantee in relation to this Grant Contract shall be approved by the Tennessee Commission on Aging and Disability.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the 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 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 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 Agency 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 Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Agency. Annual and final report documents to be completed by the Grantee shall appear on the Agency's website or as an attachment to the Grant Contract.
- D.19. 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 Agency is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the Agency; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the Agency, and the Agency is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment E to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment E shall complete Attachment F. 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.

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.

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 Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the Agency by email:

AgingProviders@gnrc.org. If the Grantee's tax identification number is a social security number, the Parent Child Form must be submitted via US mail to the Agency contact listed in D.8.

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

The Grantee shall obtain prior approval from the 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.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any 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.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the 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.

- D.23. Limitation of Agency's Liability. The Agency shall have no liability except as specifically provided in this Grant Contract. In no event will the Agency be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The Agency's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not

excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the Agency of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Agency within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the Agency may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the Agency any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. 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. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Agency ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the Agency to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify Agency: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Agency reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Agency to enable the Agency to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the Agency's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the Agency any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.3. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the Agency as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/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 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the Agency by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the Agency by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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



- E.4. 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.5. Equal Employment Opportunity. During the performance of this Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant Contract or with any of such rules, regulations, or orders, this Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

- E.6. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the Agency under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.7. 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 Agency. The Grantee shall immediately notify the Agency in writing of a proposed transfer or restructuring of its operations

related to this Grant Contract. The Agency reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.8. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The Agency reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the Agency. All insurance companies providing coverage must be: (a) acceptable to the 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 Agency. Grantee agrees to name the 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 Agency. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the 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 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 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 Agency is otherwise named as an additional insured.

Grantee shall provide the 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 Agency – Greater Nashville Regional Council, 220 Athens Way, Ste 200, Nashville, TN 37228 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the Agency evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the 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 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 Agency reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The Agency agrees that it shall give written notice to the Grantee as soon as practicable after the Agency becomes aware of any claim asserted or made against the Agency, but in no event later than thirty (30) calendar days after the Agency becomes aware of such claim. The failure of the

Agency to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**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 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 five hundred thousand dollars (\$500,000) including employer liability of five hundred thousand dollars (\$500,000) per accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit by disease, and five hundred thousand dollars (\$500,000) 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 "health care providers," as that term is defined in Tenn. Code Ann. § 29-26-101, 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.9. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the Agency as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the 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 Agency, the Grantee shall satisfy and indemnify the 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 Agency arising from any such claim. The Agency shall give the Grantee notice of any such claim or suit, however, the failure of the Agency to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the Agency's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the Agency in any legal matter.

E.10. Hold Harmless. The Grantee agrees to defend, indemnify, and hold harmless the 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 Agency to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the Agency to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can

demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the Agency in any legal matter.

- 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 for Community Living and the Region 4 Office of the Environmental Protection Agency.

**AGREED:**

«LEGAL\_NAME\_AND\_DBA»:

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«GRANTEE\_SIGNATORY\_NAME», «GRANTEE\_SIGNATORY\_TITLE»      DATE

**GREATER NASHVILLE REGIONAL COUNCIL:**

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MICHAEL SKIPPER, EXECUTIVE DIRECTOR      DATE

