



**STATE OF TENNESSEE  
DEPARTMENT OF HEALTH  
REQUEST FOR GRANT PROPOSALS  
FOR  
TENNESSEE EDEN ALTERNATIVE GRANT  
ASSISTANCE PROGRAM**

**RFGP NUMBER: 34305-17411**

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RFGP Number 34305-17411  
Allotment Code 343.05-.87

**REQUEST FOR GRANT PROPOSAL**

**STATE OF TENNESSEE**

**DEPARTMENT OF HEALTH**

**I. STATEMENT OF INTENT:**

The Tennessee Department of Health, hereinafter referred to as "State" or "Department" is soliciting grant proposals for the purpose of enhancing the quality of life for nursing home, assisted care living facility, and home for the aged residents in Tennessee through the promotion and support of the concepts of the Eden Alternative™. The Tennessee Eden Alternative™ Grant Program was developed to provide seed money to nursing home, assisted care living, and home for the aged facilities that are committed to implementation of the Eden Alternative™ process. The goals of the Tennessee Eden Alternative™ Grant Assistance Program are: 1) to accomplish direct improvement in the quality of life for residents and staff of participating facilities; and, 2) to establish participating facilities as resources for other facilities that may be interested in implementation of the Eden Alternative™ process or similar efforts in the future. The purpose of this Request for Grant Proposal (RFGP) is to define the State's minimum requirements, solicit grant proposals, and gain adequate information from which the State can evaluate the services you propose to provide.

The State intends to enter into a maximum of ten (10) grants for a period of twelve (12) months with an expected effective period from July 1, 2010, to June 30, 2011, and a maximum grant amount of \$5,000 per grant.

**II. GENERAL INSTRUCTIONS AND REQUIREMENTS:**

- A. This Request for Grant Proposal (RFGP) is issued by the State of Tennessee, Department of Health. The Division of Health Care Facilities shall be the sole point of contact for purposes of information concerning this RFGP. **All correspondence should be sent to:**

**Carol A. Mace  
RFGP Project Director  
Office of Health Licensure and Regulation  
Division of Health Care Facilities  
227 French Landing, Suite 501  
Heritage Place, Metro Center  
Nashville, TN 37243  
FAX: (615) 741-7051**

- B. **Anticipated Procurement Schedule:**

**The following is an anticipated timetable for the procurement process.** The State reserves the right to adjust the schedule as it deems necessary.

EVENT	DATE	CENTRAL TIME
1 State Issues RFGP	<u>4-19-10</u>	
2 Deadline for Written Questions and Clarification Requests	<u>4-26-10</u>	
3 State Issues Responses to Clarification Requests	<u>4-27-10</u>	
4 <u>Deadline for Submittal of Proposals</u>	<u>5-11-10</u>	<u>4:20 pm</u>
5 State Opens Proposals	<u>5-12-10</u>	<u>9:00 am</u>
6 State Completes Proposal Evaluations	<u>5-14-10</u>	<u>4:20 pm</u>
7 State Completes Review of Proposals	<u>5-21-10</u>	
8 State Sends a written <i>Notice of Intent to Award</i> to all Evaluated Proposers	<u>5-25-10</u>	
9 Conclusion of Contract Negotiation and Contract Signing	<u>6-15-10</u>	
10 Effective Start Date of Contract	<u>7-01-10</u>	

**C. Questions and Answers:**

Questions concerning the RFGP must be presented to the RFGP Project Director, in writing, on business letterhead, prior to 4:30 p.m., on April 26, 2010. All questions must be in writing; no oral questions will receive responses. Each letter submitting questions must clearly identify the RFGP number (specified in the RFGP cover letter) in the body of the letter and on the envelope and should specify the RFGP sections to which questions pertain. Questions should be mailed or hand-carried to the RFGP Project Director at the address shown in Section II., Item A. of this RFGP. Written questions received after that time will be returned unanswered. Questions may be sent by fax to (615) 741-7051 or by email to [Carol.Mace@tn.gov](mailto:Carol.Mace@tn.gov). NOTE: Any correspondence sent by fax or email must be immediately followed by the original correspondence, containing an original signature, being mailed or delivered to the Project Director.

Only written responses to written questions will be considered official. Written responses to all written questions will be mailed to proposers that received this RFGP no later than April 27, 2010. These will be included in the RFGP thereby as an amendment. Names of proposers submitting questions will not be disclosed in the written responses mailed.

**D. Submission of Proposals:**

The proposer must mail or deliver one (1) original and six (6) copies of its proposal, in the form and detail specified in this RFGP to:

**Carol A. Mace**  
**RFGP Project Director**  
**Office of Health Licensure and Regulation**  
**Division of Health Care Facilities**  
**227 French Landing, Suite 501**  
**Heritage Place, Metro Center**  
**Nashville, TN 37243 (Express/**  
**Overnight Delivery Use: 37228)**  
**FAX: (615) 741-7051**

The proposer shall clearly mark its response envelope as PROPOSAL - RFS 34305-17411 - DO NOT OPEN.

**The proposal must be delivered by 5-11-10 at 4:20 p.m. central time.**

**It is the sole responsibility of the proposer to ensure that its proposal is delivered at the date, time, and place specified in this RFGP. Any proposal received contrary to this requirement will be returned to the proposer unopened. A late proposal will not be accepted for review and evaluation by the State. The proposal must be delivered by May 11, 2010, at 4:20 pm central time.**

**The proposal filing deadline is important. If proposals are submitted one minute late, they are deemed to be late. The clock-in time will be determined by a clock maintained by the Department of Health. No other clock or watch will have any bearing on the time of proposal receipt. Since proposers may not be familiar with the building to which proposals are to be delivered, proposers are advised to avoid waiting until the last minute to deliver proposals.**

E. Opening of Proposals for Evaluation:

Proposals are scheduled to be opened for evaluation on May 12, 2010, at 9:00 am CT.

All proposers that have submitted a proposal in response to the RFGP will be notified, in writing, by the State of the selection of the apparent successful proposers.

F. Proposal Amendment and Rules for Withdrawal:

A proposal may be withdrawn prior to the proposal due date by submitting a written request for its withdrawal to the State, signed by the proposer, and mailed to the RFGP Project Director.

The State shall not accept any amendments, revisions, or alterations to proposals after the proposal due date, unless formally requested in writing by the State prior to that time.

Any submitted proposal shall remain a valid proposal for three (3) months after the proposal due date.

G. Acceptance of Proposals:

All proposals properly submitted shall be accepted for evaluation. However, the State reserves the right to request clarifications or corrections to proposals, reject any or all proposals received, cancel, or withdraw this RFGP, according to the best interests of the State.

Requests for clarifications or corrections by the State may be in writing or may be oral. Requests for clarifications or corrections by the State shall not allow the proposer to alter its technical proposal or price contained in the cost proposal. Proposers' responses to State requests for clarifications or corrections shall be in writing and signed by an individual authorized to commit the proposer. Written responses to the State shall be received by the RFGP Project Director, pursuant to time frames set forth in the State's request for clarification of corrections.

The State reserves the right to waive variances in proposals providing such action is in the best interest of the State.

Where the State may waive variances, such waiver shall not modify other RFGP requirements or excuse the proposer from full compliance with the remainder of RFGP specifications and other grant requirements if the proposer is awarded a grant.

H. Right to Further Negotiate:

The State reserves the right to further negotiate, after proposals are opened, with any proposer, if such is deemed necessary in the discretion of the State.

I. Assignment and Subcontracting:

The proposer must clearly identify in the proposal any intended subcontracts, the scope of work to be subcontracted, and the name(s) of potential subcontractor(s). All subcontracts must be approved by the State. The proposer (prime contractor), however, will be responsible for all work performed.

J. Incurring Costs:

All costs incurred by the proposer in preparing its proposal shall be borne at the expense of the proposer.

K. Disclosure of Proposal Contents:

All proposals and other materials submitted in response to this RFGP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed budget information, shall be held in confidence during the evaluation process. Only upon the completion of the evaluation of proposals, indicated by public release of a Notice of Intent to Award, shall the proposal and associated materials be open for review. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to inspection.

III. PROPOSER REQUIREMENTS AND ASSURANCES:

**All proposers must submit a letter of transmittal in the exact format as provided below, which is signed by an individual legally authorized to bind the proposer regarding compliance with the following assurances and submission requirements, e.g., administrator, owner or operator. The information in this section MUST be in the letter of transmittal. If the information is not in the letter, but can be found in other portions of the proposal, the proposal will be deemed to be non-responsive. The letter of transmittal MUST state that it IS a letter of transmittal. If a proposer fails to submit a letter of transmittal or to comply with any of the following requirements, the State shall consider the proposal to be non-responsive and reject the proposal. (See attached Example Transmittal Letter.)**

In addition to the following required assurances, the transmittal must identify the: facility's name, address, telephone number, fax number, facility owner/operator's name, and license number; facility administrator's name, if different from owner or operator, their e-mail address, the grant contact person's name, telephone number, and e-mail address; Medicaid and/or Medicare provider number, if any; facility federal identification number or, if none, the owner's Social Security number; the number and type of beds, and whether the facility is for profit or not-for-profit.

- A. **The proposer shall assure that it is a nursing home, assisted care living facility, or home for the aged, licensed and in good standing by the Tennessee Department of Health.** Note: In the unlikely event that the proposer plans to hire a subcontractor with funds from the Grant, **the proposer must identify all subcontractors** and include a statement indicating the amount of work to be done by the prime contractor (i.e., the proposer) and each subcontractor. **All subcontractor(s) will be subject to approval by the State.**
- B. **The proposer shall assure that its proposal meets all requirements in each Section of this RFGP.**
- C. **The proposer shall assure that the proposal submitted was developed without collusion with any other proposer, competitor, or employee of the Department of Health.** (Collusion being defined as secretly acting together to mislead or cheat.)
- D. **The proposer shall assure that no attempt has been made or shall be made to cause any other person or organization to submit or not to submit a proposal.**
- E. **The proposer shall assure its obligation to provide sufficient staff/personnel, equipment, etc., at the cost proposed to successfully meet/complete all requirements of this RFGP and any subsequent amendments to this RFGP.**
- F. **The proposer shall assure that it has been free, for one (1) year, of any disciplinary sanction ordered by the Commissioner of the Department of Health, the Board for Licensing Health Care Facilities, or the Center for Medicare and Medicaid Services, formerly the Health Care Financing Administration.**
- G. **The proposer shall assure that it is in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).**
- H. **The proposer shall assure that it is free of current deficiencies which endanger or restrict the rights of a resident.**
- I. **If use of subcontractor(s) is proposed,** a statement from each subcontractor shall be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating:
  - 1. The scope of work to be performed by subcontractor;
  - 2. The subcontractor's capability and willingness to perform the work indicated; and

3. That they do not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), gender, national origin, or disability, and do not employ illegal aliens.

IV. PROPOSAL FORMAT AND CONTENT:

- A. Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposers' capabilities to satisfy the requirements of this Request For Grant Proposal. Emphasis should be on completeness and clarity of content.
- B. The proposal format has been prepared to facilitate the proposers' submissions. The proposal format has been tailored to match the included Pro Forma Grant so that the quoted terms of the proposal can be readily transferred to the grant at the time of the grant award. **The proposal must address all portions of the RFGP as set forth herein;** however, proposers may retype and or duplicate any forms for proposal submission, provided the revised format addresses all of the State's required information which appears in any State prepared RFGP forms and is in the order requested.
- C. If any part of the work is, or is to be, subcontracted, the proposer shall provide within this proposal a description of the work to be subcontracted and the subcontractor(s) and the contracting arrangements made therewith. **All subcontractor(s) will be subject to approval by the State.**
- D. **The proposal submitted shall address at least the following indicated sections.** Each of the Proposal sections shall be evaluated by the State and awarded points based upon the appropriateness, completeness and quality of response. The evaluation of the Grant Budget section will be based on the appropriateness of budgets submitted by proposers in relation to the services to be performed.

Maximum  
Possible  
Points

20

1. **Proposer Vision Statement**

**This section shall contain all pertinent data relating to the proposer's overall understanding of the Eden Alternative™ concept, proposer's vision of the Eden Alternative™ in the proposing facility and proposer's vision of how the implementation of the Eden Alternative™ will improve the lives of residents and staff.** (Describe in a narrative format the project proposed to be implemented. The need or problem to be addressed should be stated.)

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2. **Proposer Education:**

**Explain in a narrative format:**

- a. **What efforts have already been made to educate the corporate staff, board members, administrative staff, management staff, front-line staff, residents and families about the Eden Alternative™ concept.**
- b. **Plans to educate staff, and medical director, residents, families, and the community about the vision and the changes that will be made in the facility.**
- c. **Planned management of proposed Eden-related changes.**
- d. **Plans for Eden educational programs, i.e., what on-going educational programs the facility will have for new staff, residents and families.**

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3. **Proposer Implementation Plan:**

**Describe in a narrative format how proposer intends to implement:**

- a. **Employee empowerment and employee teams.**
- b. **Plants in the facility.**
- c. **Animals in the facility.**
- d. **Intergenerational opportunities for residents.**
- e. **Increased family and community and volunteer involvement.**

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4. **Proposer Self-Sufficiency Plan:**

**Describe in a narrative format how proposer intends to continue implementing Eden; proposer's plan for funding its continuing Eden Alternative™ process effort; and proposer's concept of self-sufficiency for the facility's Eden Alternative™ process. (Detail plans for continuation of the project or program components once State funding ends. Provide a timeline which details actions to be taken.)**

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5. **Proposer Management Support:**

**Describe in a narrative format proposer's:**

- a. **Support from management, and/or governing board, and/or owner, operator and/or building owner.**
- b. **Management staff continuity (i.e., length of tenure at facility). This shall include information relating to education, position in the proposer's organization, and experience.**

- c. **Current level of involvement of management staff in the Eden Alternative™ process.**
- d. **Proposed level of involvement of management staff in the Eden Alternative™ process.**

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**6. Proposer Required Documentation:**

**This section shall contain:**

- a. **A carefully documented budget and budget narrative, including other funding sources (both direct and in-direct funding, in-kind contributions, and other resources). (See attached EXAMPLE BUDGET.)**
- b. **A detailed description of how the proposer intends to utilize grant money.**
- c. **A detailed timeline indicating proposed Eden Alternative™ educational events.**
- d. **A detailed timeline indicating the proposer's Eden Alternative™ implementation schedule and/or activities. (List activities to be implemented to accomplish objectives and a timeline for their implementation.)**
- e. **A letter of agreement and support from the medical director and/or attending physician(s).**
- f. **Letters of endorsement from management, and/or governing board, and/or owner, operator and/or building owner, where applicable.**

TOTAL  
100

**E. Funding Availability, Amounts, and Grant period.**

The funding mechanism for all projects will be through a contractual arrangement with the Department of Health. All contract procedures required by the State of Tennessee will be followed. Consideration for funding will be given to proposers that submit proposals describing their approach to providing the services requested by the State and a detailed budget for those services. Grants for each proposal project are not expected to exceed \$5,000. Actual funding will begin upon final approval of the grant but not before July 1, 2010.

**F. Budget.**

**Complete the Budget Summary form, and the Budget Summary (Detail Continuation). See Section VIII, Attachment A. A description of how dollars will be used must be provided for each line item completed.**

**Note:** If you are unsure in which category an item should be listed, you may list the item at the bottom of the form and add the item to the one that most closely relates and detail in line item description.

V. PROPOSAL EVALUATION:

A. Introduction:

1. Proposals will be considered based upon their adherence to the services requested by the State; appropriateness of goals, objectives, and activities; and demonstration of need. Proposals shall be analyzed on the basis of factors pertinent to the services requested in this RFGP. Proposals are not judged solely on consideration of budget or solely on consideration of proposal technical factors. Neither budget nor technical factors shall be the sole criteria. Grant award shall be made to the proposers who have submitted the best overall response as judged by the State in conjunction with the Tennessee Eden Alternative™ Coalition.
2. **Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies shall be rejected.** The State reserves the right to waive minor variances or reject any or all proposals. The State reserves the right to request clarifications from all proposers.

B. Proposal Selection:

An evaluation committee made up of representatives of the Department of Health and the Tennessee Eden Alternative™ Coalition's Grant Selection Committee will be established to judge the merit of eligible proposals. The committee will recommend to the Commissioner of the Department of Health for selection the proposals which are most responsive to the State's needs. The specifications within this RFGP represent the minimum performance necessary for response.

C. Evaluation Criteria:

The proposal should reflect a clear understanding of the work to be performed. The information presented shall be in enough detail to enable the State to ascertain the potential contractor's understanding of the effort to be accomplished and should essentially outline the steps in the total services proposed. The following will be given consideration in making the selection:

1. Vision.
2. Education.
3. Implementation.

4. Self-sufficiency.
5. Management Support.
6. Required documentation including budget.

VI. DESCRIPTION OF SERVICES:

A. The Department will provide seed money to nursing home, assisted care living and home for the aged facilities committed to implementation of the Eden Alternative™ process in order to accomplish direct improvement in the quality of life for residents and staff of participating facilities, and to establish participating facilities as resources for other facilities that may be interested in implementation of the Eden Alternative™ process or similar efforts in the future.

B. General Information:

1. Pro Forma Grant:

A Pro Forma Grant is included in Section VII which delineates the scope of services and/or options for the scope of services which the State expects the Grantee to provide. (See Section A. of Pro Forma Grant) Additionally, it includes the terms and conditions considered standard by the State.

2. Additional Services:

If a proposer indicates that services shall be provided beyond those described in the Pro Forma Grant, these additional services should be listed in the proposal and, if accepted by the State, will be included in the grant document.

3. Proposer Exceptions to the Pro Forma Grant and/or RFGP:

If a proposer has an exception or objects to any of the terms and conditions listed in the Pro Forma Grant, the exception(s) must be listed in the proposal. Similarly, if a proposer is unable to provide any information requested in the RFGP for evaluation, that information is to be listed along with an explanation as to why the proposer cannot comply with the RFGP. Exception may result in disqualification of the proposer's proposal.

**VII. PRO FORMA GRANT**

**(A.1.)**

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the ‘State’ and GRANTEE LEGAL ENTITY NAME, hereinafter referred to as the ‘Grantee,’ is for the provision of enhancements to the quality of life for residents and staff of nursing homes, assisted care living, and residential homes for the aged through implementation of the Eden Alternative pursuant to T.C.A. 68-11-832, as further defined in the "SCOPE OF SERVICES."

The Grantee is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.  
Grantee Federal Employer Identification or Social Security Number: ID NUMBER  
Grantee Place of Incorporation or Organization: LOCATION

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Provide Eden Alternative services as described in the approved grant proposal attached as Attachment A and in accordance with the Tennessee Eden Alternative Grant Assistant Program Act of 1999 and the Rules of the Board for Licensing Health Care Facilities, Chapter 1200-8-31.
- A.3. Provide education to staff and residents on improving resident quality of life in the long term care institutional facility through implementation of culture change practices and the Eden Alternative as described in Attachment A.
- A.4. Attendance by facility staff at a minimum of one (1) training seminar or conference annually on implementing the Eden Alternative and/or culture change innovations in long-term care as defined in Tennessee Comprehensive Rules and Regulations Rule 1200-08-31-.01(6) [Definitions].
- A.5. Carry on all program objectives specified in the grant proposal attached hereto and made a part hereof as Attachment A. Any modifications to program objectives shall be mutually agreed upon and submitted as an amendment to this contract.
- A.6. Provide, verbally and in writing, information requested by the State concerning facility program efforts to allow the State to properly evaluate the impact of the project.
- A.7. Submit, to the State, a quarterly narrative report on the project’s progress toward achieving objectives specified in the proposal as well as any impediments to achieving those objectives in accordance with Tennessee Comprehensive Rules and Regulations Rule 1200-08-31-.09 [Records and Reports].
- A.8. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee’s duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
  - a. this Grant Contract and all of its attachments and exhibits;
  - b. the Grantee’s proposal attached as Attachment A incorporated hereto as additional description of the scope of services requirements.

**B. GRANT CONTRACT TERM:**

This Grant Contract shall be effective for the period commencing on START DATE and ending on June 30, 2011. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Thousand Dollars (\$5,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as ATTACHMENT B, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated 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 work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation to:

Carol Mace, Program Coordinator  
 Bureau of Health Licensure and Regulation  
 Tennessee Department of Health  
 Division of Health Care Facilities  
 227 French Landing, Suite 501  
 Nashville, TN 37243  
 Telephone # (615) 741-7461

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
  - (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);
  - (5) Account Name: Department of Health, Division of Health Care Facilities;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;
  - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
  - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
    - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");

- ii. Amount Reimbursed by Grant Budget Line-Item to Date;
- iii. Total Amount Reimbursed under the Grant Contract to Date; and
- iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
  - (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
  - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
- d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to 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 grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the

provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of 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.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee 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 State, 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.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.
- E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Vincent L. Davis, MPH, Director  
Tennessee Department of Health  
Bureau of Health Licensure and Regulation  
Division of Health Care Facilities  
227 French Landing, Suite 501  
Heritage Place, Metro Center  
Nashville, TN 37243  
[Vincent.Davis@tn.gov](mailto:Vincent.Davis@tn.gov)  
Telephone #: (615) 741-7221  
Fax #: (615) 741-7051

The Grantee:

NAME & TITLE OF GRANTEE CONTACT PERSON  
GRANTEE NAME  
ADDRESS

## EMAIL ADDRESS

Telephone #

FAX #

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
  - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
  - c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.5. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. 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.
- E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own

confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.9. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

**IN WITNESS WHEREOF:**

**GRANTEE LEGAL ENTITY NAME:**

\_\_\_\_\_  
**GRANTEE SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF AUTHORIZED GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF HEALTH:**

\_\_\_\_\_  
**SUSAN R. COOPER, MSN, RN, COMMISSIONER**

\_\_\_\_\_  
**DATE**

**APPROVED:**

---

**COMMISSIONER OF FINANCE & ADMINISTRATION**

**DATE**

---

**COMPTROLLER OF THE TREASURY**

**DATE**

BN/G5024042/PAP

**(A.2.)**

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the ‘State’ and GRANTEE LEGAL ENTITY NAME, hereinafter referred to as the ‘Grantee,’ is for the provision of enhancements to the quality of life for residents and staff of nursing homes, assisted care living, and residential homes for the aged through implementation of the Eden Alternative pursuant to T.C.A. 68-11-832, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: ID NUMBER

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Provide Eden Alternative services as described in the approved grant proposal attached as Attachment A and in accordance with the Tennessee Eden Alternative Grant Assistant Program Act of 1999 and the Rules of the Board for Licensing Health Care Facilities, Chapter 1200-8-31.
- A.3. Provide education to staff and residents on improving resident quality of life in the long term care institutional facility through implementation of culture change practices and the Eden Alternative as described in Attachment A.
- A.4. Attendance by facility staff at a minimum of one (1) training seminar or conference annually on edenizing and/or culture change innovations in long-term care.

A5. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.

- a. this Grant Contract and all of its attachments and exhibits;
- b. the Grantee's proposal attached as Attachment A incorporated hereto as additional description of the scope of services requirements.

**B. GRANT CONTRACT TERM:**

This Grant Contract shall be effective for the period commencing on DATE and ending on June 30, 2011. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Thousand Dollars (\$5,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as ATTACHMENT B, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated 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 work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Carol Mace, Program Coordinator  
Bureau of Health Licensure and Regulation  
Tennessee Department of Health  
Division of Health Care Facilities  
227 French Landing, Suite 501  
Nashville, TN 37243  
Telephone # (615) 741-7461

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
  - (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);
  - (5) Account Name: Department of Health, Division of Health Care Facilities;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;

- (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
- (9) Grantee Remittance Address;
- (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
- (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

- i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
- ii. Amount Reimbursed by Grant Budget Line-Item to Date;
- iii. Total Amount Reimbursed under the Grant Contract to Date; and
- iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
  - (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
  - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
- d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to 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 grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such

subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below 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 be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of 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.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses..

- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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 a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.

E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Vincent L. Davis, MPH, Director  
Tennessee Department of Health

Bureau of Health Licensure and Regulation  
Division of Health Care Facilities  
227 French Landing, Suite 501  
Heritage Place, Metro Center  
Nashville, TN 37243  
[Vincent.Davis@tn.gov](mailto:Vincent.Davis@tn.gov)  
Telephone #: (615) 741-7221  
Fax #: (615) 741-7051

The Grantee:

NAME & TITLE OF GRANTEE CONTACT PERSON  
GRANTEE NAME  
ADDRESS  
EMAIL ADDRESS  
Telephone #: NUMBER  
FAX #: NUMBER

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
  - a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
  - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
  - c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.5. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

- E.6. 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.
- E.7. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State’s information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee’s obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee’s knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State’s information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.9. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
  - a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT “protected health information” as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

---

**GRANTEE SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF HEALTH:**

---

SUSAN R. COOPER, MSN, RN, COMMISSIONER

DATE

APPROVED:

---

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

---

COMPTROLLER OF THE TREASURY

DATE

**ATTACHMENT A**  
**APPROVED PROPOSAL IN RESPONSE TO**  
**RFGP 34305-17411**

**ATTACHMENT GRANT B**

**GRANT BUDGET**

(BUDGET PAGE 1)

<b>NAME OF FACILITY AND PROGRAM</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending June 30, 2011.</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$0.00	\$0.00	\$0.00

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

<sup>2</sup> Applicable detail attached if line-item is funded.

**ATTACHMENT B (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 2)

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

NAME AND ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER		
				INVOICE ENDING DATE		
				CONTRACT PERIOD		
FEDERAL ID #				FROM July 1, 2010 TO June 30, 2011		
CONTRACTING STATE AGENCY TN Dept. of Health/Division of Health Care Facilities				CONTACT PERSON / TELEPHONE NO. Brenda Newsom 1-8902 / Carol Mace 1-7461		
CONTRACT NUMBER				PROGRAM AREA TN Eden Alternative Grant Assistance Program		
COST CATEGORIES OR PROGRAM	(A) TOTAL CONTRACT BUDGET	(B) YTD ACTUAL EXPENDITURES THROUGH	(C) MONTHLY ESTIMATED/ACTUAL EXPENDITURES	(D) MONTHLY ESTIMATED/ACTUAL REVENUE	(E) AMOUNT DUE (C MINUS D)	ALLOTMENT CODE AND COST CENTER
		(MO./DAY/YR.)				
TOTAL						343.05-.87

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

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

TITLE Administrator

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ATTACHMENT C

<b>CONTRACTOR/GRANTEE</b>	<b>FEDERAL ID #</b>
<b>CONTRACTING STATE AGENCY</b>	<b>REPORT PERIOD</b>
Program # 343.05-.87	
Contract Number GR-11-	
Grant Period 7/1/10 – 6/30/11	
Program Name TN Eden Alternative Grant Assistance Program	
Service Name 343.05-	

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

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

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

Program # 343.05-.87  
 Contract Number GR-11-  
 Grant Period 7/1/10 – 6/30/11  
 Program Name TN Eden Alternative Grant Assistance Program  
 Service Name 343.05-

Schedule B  
 Item #

SOURCES OF REVENUE		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
Reimbursable Program Funds					
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
Matching Revenue Funds					
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.00



CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Schedule A Year-To-Date Information

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Item #	EXPENSE BY OBJECT:	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)	-----	-----	-----	-----
a					0.00
b					0.00
c					0.00
d					0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

**VIII. ATTACHMENTS**

**ATTACHMENTS**

- A. BUDGET SUMMARY AND DETAIL FORMS
- B. EXAMPLE BUDGET SUMMARY
- C. EXAMPLE TRANSMITTAL LETTER
- D. INVOICE FOR REIMBURSEMENT FORM
- E. PROGRAM REPORT FORMS
- F. EDEN ALTERNATIVE™ TRAINING CONTACT INFORMATION
- G. TENNESSEE EDEN ALTERNATIVE™ GRANT ASSISTANCE PROGRAM REGULATIONS

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

<b>NAME OF FACILITY AND PROGRAM</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning DATE, and ending DATE.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	\$0.00	\$0.00	\$0.00

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

<sup>2</sup> Applicable detail attached if line-item is funded.

**ATTACHMENT B (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 2)

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

EXAMPLE

ATTACHMENT GRANT B  
GRANT BUDGET  
(BUDGET PAGE 1)

<b>XYZ HEALTH CARE CENTER</b>				
<b>HEALTH CARE FACILITIES - TN EDEN ALTERNATIVE GRANT ASSISTANCE PROGRAM</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2009, and ending June 30, 2010.</b>				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$700.00	\$0.00	\$700.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$1,700.00	\$0.00	\$1,700.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

<sup>2</sup> Applicable detail attached if line-item is funded.

**GRANT BUDGET DETAIL**

**ATTACHMENT B**

<b>LINE-ITEM DETAIL FOR: TRAVEL/CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
TRAVEL TO GRANTEE 1 DAY TRAINING	\$100.00
EDEN ALTERNATIVE™ ASSOCIATE TRAINING FOR 2 STAFF @ \$475.00 EACH	\$950.00
LODGING, MEALS, TRAVEL FOR ASSOCIATE TRAINING FOR 2 STAFF	\$650.00
TRAVEL, REGISTRATION, LODGING, MEALS FOR 1 STAFF TO EDEN INTERNATIONAL CONFERENCE, DENVER, CO	\$900.00
<b>TOTAL</b>	<b>\$2,600.00</b>

<b>LINE-ITEM DETAIL FOR: CAPITAL PURCHASES</b>	<b>AMOUNT</b>
<b>TOTAL</b>	

<b>LINE-ITEM DETAIL FOR: OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
EDEN ALTERNATIVE™ VIDEO TRAINING TAPE SET	\$600.00
EDEN ALTERNATIVE™ HANDBOOKS – 3 @ \$20.00 EA.	60.00
THEATER STYLE POPCORN MACHINE	290.00
25 BIRDCAGES @ \$10.00 EA.	250.00
SNACKS FOR EDEN STAFF RETREATS	130.00
LUMBER TO BUILD 2 RAISED GARDEN BEDS @ \$10.00 EA. X 22 PIECES	220.00
2 RABBIT PENS @ \$75.00 EA.	150.00
<b>TOTAL</b>	<b>\$1,700.00</b>

<b>LINE-ITEM DETAIL FOR: SUPPLIES</b>	<b>AMOUNT</b>
DOG FOOD, BIRD SEED, CAT FOOD & LITTER @ \$70.00/MONTH FOR 10 MONTHS	\$700.00
<b>TOTAL</b>	<b>\$700.00</b>

**Grant Budgets must be mathematically correct and typewritten.** Care must be taken when “rounding” any amounts such that the sum of amounts in each column is exactly, and mathematically accurate.

**Page Numbers.** Each Grant Budget page must be numbered consecutively beginning with one as indicated in the model.

**All line-items are required in accordance with the following instructions.** In line-items that WILL be funded, replace the zeros (“0.00”) associated with each line-item as appropriate. If a line-item will NOT be funded, leave the associated, “0.00” dollar amount.

**Expense Object Line-Item Category Definitions (from F&A Accounts Policy 03)**

**Grant Budget Line-Item Definitions**

(source: F&A Policy 03 available at [www.state.tn.us/finance/act/documents/policy3.pdf](http://www.state.tn.us/finance/act/documents/policy3.pdf) )

**Expense Object Line-Item Category Definitions (from F&A Accounts Policy 03)**

- Salaries— expenditures for compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees
- Benefits & Taxes— (a) expenditures for contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) expenditures for payroll taxes such as social security and medicare taxes and unemployment and workers’ compensation insurance
- Professional Fee/ Grant & Award— (a) expenditures for fees to outside professionals, consultants, and personal-service contractors including legal, accounting, and auditing fees; (b) expenditures for awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations, allocations to affiliated organizations, in-kind grants to individuals and organizations, and scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries; and (c) expenditures for service unit/milestone rate payments (in which the payment rates are equal to the amount that the State has determined to be the reasonable and necessary cost for the associated unit or milestone) NOTE: If the grant provides funding for service unit/milestone rate payments, specify each service unit/milestone in the associated detail schedule (clearly explain the unit/milestone of service and the associated rate).
- Supplies— expenditures for office supplies, housekeeping supplies, food and beverages, and other supplies
- Telephone— expenditures for telephone, cellular phones, beepers, telegram, FAX, E-mail, and telephone equipment maintenance
- Postage & Shipping— expenditures for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles
- Occupancy— expenditures for office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, and real estate taxes
- Equipment Rental & Maintenance— expenditures for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except telephone, truck, and automobile expenses
- Printing & Publications— expenditures for producing printed materials, purchasing books and publications, and buying subscriptions to publications
- Travel/ Conferences & Meetings— (a) expenditures for transportation, meals and lodging, and per diem payments including travel expenses for meetings and conferences, gas and oil, repairs, licenses and permits, and leasing costs for vehicles, and (b) expenditures for conducting or attending meetings, conferences, and conventions including rental of facilities, speakers’ fees and expenses, printed materials, and registration fees
- Interest— interest expenditures for loans and capital leases on equipment, trucks and automobiles, and other notes and loans, except mortgage interest
- Insurance— expenditures for liability, property, and vehicle insurance, fidelity bonds, and other insurance, except employee benefit-related insurance
- Specific Assistance To Individuals— expenditures for direct payment of expenses of clients, patients, and individual beneficiaries including such expenses as medicines, medical and dental fees, children’s board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements
- Depreciation— expenses recorded for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets
- Other Non-Personnel— allowable expenditures (refer to A-122 allowable cost principles) for advertising, bad debts, contingency provisions, fines and penalties, independent research and development, organization, page charges in professional journals, rearrangement and alteration, recruiting, taxes, membership dues in associations and professional societies, and fees for the organization’s licenses, permits, and registrations
- Capital Purchase— expenditures for land, equipment, buildings, leasehold improvements, and other fixed assets
- Indirect Cost (a.k.a., Administrative Expense)— proportional amount in accordance with an allocation plan approved by the cognizant state agency (NOTE: Pass-through funds are not included when computing this the proportional amount)

In-Kind Expense— value of contributed resources applied to the grant purpose.

**ATTACHMENT B**

**EXAMPLE TRANSMITTAL LETTER**

Date

Carol A. Mace  
 RFGP Project Director  
 Office of Health Licensure and Regulation  
 Division of Health Care Facilities  
 227 French Landing, Suite 501  
 Heritage Place, Metro Center  
 Nashville, TN 37243

Re: Grant Proposal # RFS 34305-17411

Dear Ms. Mace:

This is a Letter of Transmittal in response to Grant Proposal # RFS 34305-17410. In accordance with the RFGP, I am submitting the following information:

Facility Name:	XYZ Health Care Center
Facility Address:	1234 Jane Doe Road Somewhere, TN 30000-0000
Telephone #:	888-888-8888
Fax #:	999-999-9999
Facility owner/operator name:	ABC Corporation
Facility license number:	0000001
Administrator's name (if different from owner or operator):	Jane Smith
Administrator's e-mail address:	jsmith@xyzhc.com
Grant contact person's name:	Bob Jones
Grant contact's telephone number:	888-888-9999
Grant contact's e-mail address:	bjones@xyzhc.com
Facility Medicaid provider number:	22-22222
Facility Medicare provider number:	N/A
Federal identification number (or if none, the owner's SSN):	62-00000000
Number and type of beds:	54 NF beds
Facility is for profit/not for profit:	For profit

I hereby assure that:

1. This facility is a nursing home (or assisted care living facility or home for the aged) which is licensed and in good standing by the Tennessee Department of Health.
2. The enclosed proposal meets all requirements in each Section of this RFGP.

3. The proposal submitted was developed without collusion with any other proposer, competitor, or employee of the Department of Health.
4. This facility is obligated to provide sufficient staff/personnel, equipment, etc., at the cost proposed to successfully meet/complete all requirements of this RFGP and any subsequent amendments to this RFGP.
5. This facility has been free, for one (1) year, of any disciplinary sanction ordered by the Commissioner, the Board, or the Health Care Financing Administration.
6. This facility is in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).
7. This facility is free of current deficiencies which endanger or restrict the rights of a resident.
8. This facility will not hire a subcontractor with funds from the grant. **OR**
8. This facility will hire \_\_\_\_\_, a subcontractor, with funds from the grant. The subcontractor will perform \_\_\_\_\_ Eden Alternative™ activities while the facility will be responsible for performing \_\_\_\_\_ Eden Alternative™ activities. I have attached a statement from \_\_\_\_\_ subcontractor that is signed by an individual authorized to legally bind the subcontractor and stating:

the scope of work to be performed by subcontractor;

the subcontractor's capability and willingness to perform the work indicated; and

that they do not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), gender, national origin, or disability.

Sincerely,

Jane Smith  
Facility Administrator

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

ATTACHMENT D

NAME AND ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER		
				INVOICE ENDING DATE		
				CONTRACT PERIOD		
FEDERAL ID #				FROM July 1, 2010 TO June 30, 2011		
CONTRACTING STATE AGENCY TN Dept. of Health/Division of Health Care Facilities				CONTACT PERSON / TELEPHONE NO. Brenda Newsom 1-8902 / Carol Mace 1-7461		
CONTRACT NUMBER GR-11-				PROGRAM AREA TN Eden Alternative Grant Assistance Program		
COST CATEGORIES OR PROGRAM	(A) TOTAL CONTRACT BUDGET	(B) YTD ACTUAL EXPENDITURES THROUGH	(C) MONTHLY ESTIMATED/ACTUAL EXPENDITURES	(D) MONTHLY ESTIMATED/ACTUAL REVENUE	(E) AMOUNT DUE (C MINUS D)	ALLOTMENT CODE AND COST CENTER
		(MO./DAY/YR.)				
TOTAL						343.05-.87

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

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

\_\_\_\_\_  
TITLE Administrator  
DATE \_\_\_\_\_

\_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

<b>CONTRACTOR/GRANTEE</b>	<b>FEDERAL ID #</b>
<b>CONTRACTING STATE AGENCY</b>	<b>REPORT PERIOD</b>
Program # <u>343.05-.87</u>	
Contract Number <u>GR-11-</u>	
Grant Period <u>7/1/10 – 6/30/11</u>	
Program Name <u>TN Eden Alternative Grant Assistance Program</u>	
Service Name <u>343.05-</u>	

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

CONTRACTOR/GRANTEE		FEDERAL ID #	
CONTRACTING STATE AGENCY		REPORT PERIOD	
Program # 343.05-.87			
Contract Number GR-11-			
Grant Period 7/1/10 – 6/30/11			
Program Name TN Eden Alternative		Grant Assistance Program	
Service Name 343.05-			

Schedule B  
Item #

SOURCES OF REVENUE

QUARTER TO DATE    YEAR TO DATE    QUARTER TO DATE    YEAR TO DATE

Reimbursable Program Funds		-----	-----	-----	-----
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
Matching Revenue Funds		-----	-----	-----	-----
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
Reconciliation Between Total and Reimbursable Expenses		-----	-----	-----	-----
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.0



CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Schedule A Year-To-Date Information

		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
Item #	EXPENSE BY OBJECT:	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)	-----	-----	-----	-----
a					0.00
b					0.00
c					0.00
d					0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00



# MOVING INTO THE FUTURE WITH CULTURE CHANGE, PERSON-DIRECTED CARE AND THE EDEN ALTERNATIVE®

## Certified Eden Associate Training

### ***3 DAYS OF INSPIRATION***

Be touched and transformed by the energy and passion of our trainers as, over three days, they reveal the principles and practices of the Eden Alternative. Our trainers personally work with you to explore solutions to challenges in your work environment. You will leave inspired, hopeful and prepared to bring real transformation to your organization and meaning back into the lives of the residents.

### ***WHO SHOULD ATTEND***

Anyone interested in making a difference in long-term care: Nursing Home Administrators, DONs, Nurses, Nursing Home Owners, Social Workers, Therapists, Hands-on Care partners, Surveyors, Ombudsmen, Elder Advocates, Elders.

***COST:*** \$475 per participant (2 or more)

***SPACE IS LIMITED! TO REGISTER, PLEASE CONTACT***

Meredith Burrus at [education@edenalt.com](mailto:education@edenalt.com).

Or, call 1-512-847-6061 at the Eden Alternative Home Office.

**Registration Form**  
(Complete one registration form per attendee)

**Eden Alternative® Associate Training**  
**TBA**

**Attendee Name:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

**Home Mailing Address:**

(Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Organization Mailing Address:**

(Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

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

Please inform us of any special dietary needs: \_\_\_\_\_

**Please return this registration form and remit check/money order to:**

**Eden Alternative**  
**14500 RR 12, Suite 2**  
**Wimberley, TX 78676**

*Pre-registration is required and payment must accompany the registration form.*

Upon receipt of registration and payment, a confirmation will be sent by mail or e-mail.

**The Eden Alternative Home Office:**

**Meredith Burrus**  
**14500 RR 12**  
**Suite 2**  
**Wimberley, TX 78676**

**For further information, please contact:**

**Phone: 512-847-6061**

**Email: [education@edenalt.com](mailto:education@edenalt.com)**

**RULES  
OF  
THE TENNESSEE DEPARTMENT OF HEALTH  
BOARD FOR LICENSING HEALTH CARE FACILITIES**

**CHAPTER 1200-8-31  
EDEN ALTERNATIVE™ GRANTS PROGRAM**

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1200-8-31-.02	Purpose	1200-8-31-.07	Awarding of Grants
1200-8-31-.03	Participation of Providers	1200-8-31-.08	Required Training
1200-8-31-.04	Funding and Grant Award Amounts	1200-8-31-.09	Records and Reports
1200-8-31-.05	Submission of Grant Proposals	1200-8-31-.10	Program Evaluation

**1200-8-31-.01 DEFINITIONS.**

- (1) Administrator. A person currently:
  - (a) Licensed as such by the Tennessee Board of Examiners for Nursing Home Administrators; or,
  - (b) Certified as such by the Tennessee Board for Licensing Health Care Facilities.
- (2) Assisted Care Living Facility. A facility currently licensed as such by the Tennessee Board for Licensing Health Care Facilities.
- (3) Board. The Tennessee Board for Licensing Health Care Facilities.
- (4) Commissioner. The Commissioner of the Tennessee Department of Health or his or her authorized representative.
- (5) Department. The Tennessee Department of Health.
- (6) Eden Alternative™. A philosophy developed by Dr. William H. Thomas dedicated to ending loneliness, helplessness and boredom in long term care institutions by transforming individual facilities into human habitats through the adoption of the concepts and principles of the Eden Alternative™.
- (7) Home for the Aged. A facility currently licensed as such by the Tennessee Board for Licensing Health Care Facilities.
- (8) Licensee. The person or entity to whom the license is issued. The licensee is held responsible for compliance with all rules and regulations.
- (9) Resident. For the purpose of this rule, a resident includes but is not limited to: Any person who is admitted to a nursing home; or,
  - (a) Any person who is admitted to an assisted care living facility; or,
  - (b) Any person who is admitted to a home for the aged.
- (10) Shall or must. Compliance is mandatory.

- (11) Tennessee Eden Alternative™ Coalition. An association dedicated to improving the quality of life for long term care residents through the promotion of the Eden Alternative™ process.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.  
*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

#### **1200-8-31-.02 PURPOSE.**

The Tennessee Eden Alternative™ Grant Assistance Program was established for the purpose of enhancing the quality of life for nursing home, assisted care living facility and home for the aged residents in Tennessee through the promotion and support of the concepts of the Eden Alternative™. The Tennessee Eden Alternative™ Grant Program was developed to provide seed money to nursing home, assisted care living, and home for the aged facilities that are committed to implementation of the Eden Alternative™ process. The goals of the Tennessee Eden Alternative™ Grant Assistance Program are: 1) to accomplish direct improvement in the quality of life for residents and staff of participating facilities; and 2) to establish participating facilities as resources for other facilities that may be interested in implementation of the Eden Alternative™ process or similar efforts in the future.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.  
*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

#### **1200-8-31-.03 PARTICIPATION OF PROVIDERS.**

- (1) Eligibility for participation in the Grant Program is limited to nursing homes, assisted care living facilities and homes for the aged licensed and in good standing by the Tennessee Department of Health.
- (2) To be eligible to participate in this program, the facility must meet all of the following requirements:
  - (a) Have been free, for one (1) year, of any disciplinary sanction ordered by the Commissioner, the Board, or the Health Care Financing Administration, with disciplinary sanction being defined as a suspension of admissions, license revocation or a federal immediate jeopardy finding;
  - (b) Be in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA); and,
  - (c) Be free of current deficiencies which endanger or restrict the rights of a resident.
- (3) The Department will take appropriate steps to notify eligible providers of the availability of this program, of the requirements to participate, and of the process to apply for consideration.
- (4) Grant awards may only be utilized in the facility named in the grant application.
- (5) Only one grant proposal may be submitted per facility, per fiscal year.
- (6) Proposals must contain the required information described in section .05 of these rules.
- (7) All applicants and/or participating facilities must comply with all other requirements of the Grant Program, in addition to remaining in compliance with applicable state and/or federal statutes, regulations and guidelines.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.  
*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

#### **1200-8-31-.04 FUNDING AND GRANT AWARD AMOUNTS.**

- (1) Funding for the Grant Program is provided from the Nursing Home Resident Trust Account, established with State and/or federal civil monetary penalties collected through enforcement activities against nursing homes.
- (2) No more than \$50,000 shall be expended from the State's Nursing Home Resident Trust Account in any fiscal year to finance the Eden Alternative™ Grant Assistance Program.
- (3) A maximum of ten (10) Eden Alternative™ grants, of not more than five thousand dollars (\$5,000) each, shall be awarded in any fiscal year from the State's Nursing Home Resident Trust Account.
- (4) Of the ten (10) facilities selected to receive grant awards annually, at least five (5) shall be nursing homes, three (3) shall be assisted care living facilities, and two (2) shall be homes for the aged.
- (5) Should the Department receive fewer grant proposals than the allotted number for any facility type in any fiscal year, the Coalition may select from grant proposals submitted by other facility types for that year and the Commissioner is authorized to award the grants to such other Coalition-recommended facility types for that year.
- (6) Should the Department determine, in any fiscal year, that insufficient funds exist in the State's Nursing Home Resident Trust Account to implement this program, the Commissioner may augment available State Nursing Home Resident Trust Account funds with private donations to ensure that sufficient funding is available to implement this program each year.
- (7) Should the Department become the recipient of additional funding from state or federal allocations, private donations or grants for the purpose of implementing, administering or continuing this program, the Commissioner may utilize such funds to issue additional grants, to educate the public about the Eden Alternative™, and to further the implementation of the Eden Alternative™ Grant Assistance Program.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

#### **1200-8-31-.05 SUBMISSION OF GRANT PROPOSALS.**

- (1) The original grant proposal/application and six (6) copies must be submitted to the Department and must be postmarked no later than March 30 of each year to be eligible for participation during the upcoming fiscal year, beginning July 1.
- (2) Grant proposals must be typed and contain the following information:
  - (a) Facility name, address, telephone number and fax number;
  - (b) Facility owner/operator name, license number, and, administrator's name, if different;
  - (c) Grant contact person's name, and telephone number;
  - (d) Medicaid and/or Medicare provider number, if any;
  - (e) Facility federal identification number, or if none, the owner's social security number; and,
  - (f) Number and type of beds.
- (3) In addition, the applicant must submit a detailed proposal for implementing The Eden Alternative™ concepts that indicates a clear understanding of the principles of "Edenizing" a facility, written in the following format:
  - (a) Vision. A vision of the Eden Alternative™ in your facility and how the implementation of the process will improve the lives of your residents and staff members;

- (b) Education.
1. Explain what efforts have already been made to educate the corporate staff, board members, administrative staff, management staff, front-line staff, residents and families about the Eden Alternative™ concept;
  2. Explain plans to educate staff and medical director, residents, families, and the community about the vision and the changes that will be made in the facility. Explain how these proposed changes will be managed; and,
  3. Explain what on-going educational programs the facility will have for new staff, residents and families.
- (c) Implementation. Explain how each of the following components of the Eden Alternative™ will be implemented:
1. Employee empowerment and employee teams;
  2. Plants;
  3. Animals;
  4. Intergenerational opportunities;
  5. Family and community education and/or involvement; and,
  6. Self-sufficiency. Describe how the facility plans to achieve self-sufficiency in order to continue the Eden Alternative™ process.
- (d) Management Support. The following must be attached to the proposal:
1. Letters of endorsement from the managing corporation, owner, and building owner, where applicable; and,
  2. Demonstration of continuity of management staff and their involvement in the facility's Eden Alternative™ process, e.g., administrator, assistant administrator, director of nursing, etc.
- (e) Required documentation. The following must be attached to the proposal:
1. A carefully documented budget and budget narrative, including other funding sources (both direct and in-direct funding, in-kind contributions, and other resources);
  2. A timeline indicating proposed educational events and implementation activities;
  3. A letter of agreement and support from the medical director and/or attending physician(s); and,
  4. Any additional pertinent supporting documentation that would be helpful to the evaluation of the proposal.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.  
*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

**1200-8-31-.06 PROPOSAL REVIEW PROCESS.**

- (1) Once all proposals have been received by the Department, copies of the proposals will be provided to the Tennessee Eden Alternative™ Coalition Grant Review Committee, along with any enforcement documentation pertinent to those facilities submitting proposals.
- (2) Tennessee Eden Alternative Coalition Grant Review Committee members must include trained Eden Alternative™ Associates and staff of certified Eden Alternative™ facilities.
- (3) Any Coalition Grant Selection Committee member holding financial interest in a proposing facility shall not participate in the ranking or selection process involving that facility.
- (4) Grant applicants may be requested by the Committee, prior to evaluation of the proposals, to provide additional clarification as necessary.
- (5) The Committee will meet within two (2) weeks of the submission deadline to review the proposals and conduct a preliminary screening. Proposals will be rated as follows:
  - (a) Vision;
  - (b) Education;
  - (c) Implementation;
  - (d) Self-sufficiency;
  - (e) Management Support; and,
  - (f) Required documentation.
- (6) By April 30 of each year, the Committee will submit to the Commissioner a ranked list of proposing facilities categorized by facility type which includes any information or justification necessary for the Commissioner to make an informed decision to finalize the selections.

*Authority:* T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

*Administrative History:* Original rule filed May 17, 2000, effective July 31, 2000.

#### **1200-8-31-.07 AWARDING OF GRANTS.**

- (1) The Commissioner will select the ten (10) grantee facilities from the list of ranked proposals submitted by the Coalition to receive grants from the State Nursing Home Trust Account.
- (2) The Commissioner may make revisions to the rankings as necessary.
- (3) On or before May 31 of each year, the Commissioner will notify applicant facilities of those selected to receive an Eden Alternative™ grant for the upcoming State fiscal year beginning July 1.
- (4) Facilities awarded a grant will sign and adhere to a contract developed in accordance with Finance and Administration contracting procedures.
- (5) Facilities will be reimbursed for actual expenditures related to Eden Alternative™ activities, up to the maximum amount of five thousand dollars (\$5,000). Such expenditures must be planned for and included in the facility's budget portion of the proposal.
- (6) Requests for minor revisions to the facility's Eden Alternative™ budget must be submitted in writing to the Department for approval.
- (7) A grantee may be terminated from participation in the Eden Alternative™ Grant Assistance Program, following an administrative hearing held in accordance with the Uniform Administrative Procedures Act, for any of the following reasons:

(Rule 1200-8-31-.07, continued)

- (2) The Commissioner may make revisions to the rankings as necessary.
- (3) On or before May 31 of each year, the Commissioner will notify applicant facilities of those selected to receive an Eden Alternative™ grant for the upcoming State fiscal year beginning July 1.
- (4) Facilities awarded a grant will sign and adhere to a contract developed in accordance with Finance and Administration contracting procedures.
- (5) Facilities will be reimbursed for actual expenditures related to Eden Alternative™ activities, up to the maximum amount of five thousand dollars (\$5,000). Such expenditures must be planned for and included in the facility's budget portion of the proposal.
- (6) Requests for minor revisions to the facility's Eden Alternative™ budget must be submitted in writing to the Department for approval.
- (7) A grantee may be terminated from participation in the Eden Alternative™ Grant Assistance Program, following an administrative hearing held in accordance with the Uniform Administrative Procedures Act, for any of the following reasons:
  - (a) An order of the Commissioner or the Board imposes discipline upon the grantee;
  - (b) The grantee loses its license to operate;
  - (c) The facility/grantee fails to comply with any of the provisions of these rules; or,
  - (d) The facility/grantee submits false or erroneous claims for reimbursement.

**Authority:** T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

**Administrative History:** Original rule filed May 17, 2000; effective July 31, 2000.

#### **1200-8-31-.08 REQUIRED TRAINING.**

- (1) Eden Alternative™ Associate Training must be completed by at least two (2) staff from each of the selected facilities, including the administrator, within six (6) months of receipt of the grant.
- (2) Grantees will also be required to take part in scheduled training developed or sponsored by the Department, the Coalition, or the Eden Alternative™ to focus on Eden Alternative™ team building, staff development/involvement, or other management-related topics. Participants of this training must include the administrator and key management staff.
- (3) Reimbursement for staff attendance of Eden Alternative™ Associate Training is an allowable expenditure for purposes of the grant.

**Authority:** T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

**Administrative History:** Original rule filed May 17, 2000; effective July 31, 2000.

#### **1200-8-31-.09 RECORDS AND REPORTS.**

- (1) Selected facilities are required to submit quarterly progress reports to the Department on the facility's implementation of the Eden Alternative™.
- (2) Reports shall include, but not be limited to:

(Rule 1200-8-31-.09, continued)

- (a) Budget expenditures;
  - (b) Milestones achieved;
  - (c) Comparison data; and,
  - (d) Successes or problems encountered during the process.
- (3) All data collected in relation to the grant program shall be submitted as scheduled, in a format specified by the Department. This data will be compiled and may be used by the Department for publication and distribution.
  - (4) The grantee may not copyright materials originated in the performance of the grant activities without expressed written consent from the Department or the Eden Alternative™.
  - (5) Each grantee facility should serve as a demonstration project and make information available on its Eden Alternative™ process to other facilities in the state, including establishing a process for on-site visits or tours of the facility.

**Authority:** T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

**Administrative History:** Original rule filed May 17, 2000; effective July 31, 2000.

#### **1200-8-31-.10 PROGRAM EVALUATION.**

- (1) Department representatives may make visits to grantee facilities for the purposes of evaluating the effectiveness of the program.
- (2) The Commissioner shall prepare an annual report assessing the viability of the Eden Alternative™ Grant Assistance Program and availability of funding for the next upcoming fiscal year.
- (3) The Commissioner, or his or her designee, will compile and prepare materials for disclosure and distribution utilizing information and data compiled from participating and non-participating facilities to identify trends and encourage adoption of the Eden Alternative™ process in health care institutions statewide.

**Authority:** T.C.A. §§ 4-5-202, 4-5-204, 68-11-202, 68-11-204, 68-11-206, 68-11-209, 68-11-827 and 68-11-832.

**Administrative History:** Original rule filed May 17, 2000; effective July 31, 2000.



STATE OF TENNESSEE  
**RFGP # 34305-17411**  
**AMENDMENT # 01**

**APRIL 27, 2010**

**THE SUBJECT RFGP IS HEREBY AMENDED AS FOLLOWS.**

- 1. The following RFGP Schedule of Events updates or confirms scheduled RFGP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		04/19/2010	CONFIRMED
2) Deadline for Written Questions & Clarification Requests		04/26/2010	CONFIRMED
3) State Issues Responses to Clarification Requests		04/27/2010	CONFIRMED
4) Deadline For Submittal of Proposals	4:20 p.m.	05/11/2010	CONFIRMED
5) State Opens Proposals	9:00 a.m.	05/12/2010	CONFIRMED
6) State Completes Proposal Evaluations	4:20 p.m.	05/14/2010	CONFIRMED
7) State Completes Review of Proposals		05/21/2010	CONFIRMED
8) State Sends a written <i>Notice of Intent to Award</i> to all Evaluated Proposers		05/25/2010	CONFIRMED
9) Conclusion of Contract Negotiating and Contract Signing		06/15/2010	CONFIRMED
10) Contract Start Date		07/01/2010	CONFIRMED

- 2. The following State responses to the questions detailed shall amend or clarify this RFGP accordingly.** (NOTE: Any restatement of RFGP text in the Question/Comment column below shall NOT be construed to change the actual wording of the RFGP document.)

QUESTION/COMMENT	STATE RESPONSE
<p>1) Please elaborate on the goals and objectives relating to enhancing the lives of residents and employees.</p>	<p>"Culture change" is the common name given to the national movement for the transformation of older adult services, based on person-directed values and practices where the voices of elders and those working with them are considered and respected. Core resident-directed values are choice, dignity, respect, self-determination and purposeful living. Culture change transformation supports the creation of living environments where both older adults and their caregivers are able to express choice and practice self-determination in meaningful ways at every level of daily life. Culture change transformation may require changes in organization practices, physical environments, relationships at all levels and workforce models – leading to better outcomes for consumers and direct care workers without inflicting detrimental costs on providers.</p> <p>The Eden Alternative process is dedicated to eliminating the three plagues that affect residents of nursing homes and residential care facilities: loneliness; helplessness; and boredom. The Eden Alternative process teaches how companionship, the opportunity to give meaningful care to other living things, and the variety and spontaneity that mark an enlivened environment, can succeed where pills and therapies often fail. Homes that have adopted the Eden Alternative typically are filled with plants, animals, and are regularly visited by children. This process is about changing the culture of long-term care organizations by moving away from the top-down bureaucratic approach to management and moving decision-making closer to the Elders themselves, thereby helping to support a meaningful life for the facility's Elders.</p> <p>Studies show that implementation of culture change is a powerful tool for improving quality of life and quality of care for those living in nursing homes and other residential care facilities. In homes that have adopted Eden as an organizational-wide philosophy, there is often improved resident and staff satisfaction and staff retention and significant decreases in the overuse of medications and restraints. Most importantly, Elders, supported by their caregivers, can once again have choice and be able to direct their own daily lives.</p>
<p>2) Please give some examples of what the grant will allow.</p>	<p>See the Example Budget contained in the grant package on page 43. In addition some examples of allowable grant expenditures include, but are not limited to: mandatory Certified Eden Associate training registration, travel and lodging for the facility administrator and another employee; training materials; supplies for resident activities, parties, celebrations; pets and pet supplies; veterinary services; resident internet monthly service fees; plants and gardening supplies; furnishings for resident indoor and/or outdoor areas; construction of garden pathways, patios, gazebos, etc.; computer equipment and supplies for residents' use only.</p>
<p>3) Are we permitted to use Eden funds for construction (i.e., an addition), technological equipment, and furnishings?</p>	<p>Yes, see response to 2).</p>

QUESTION/COMMENT	STATE RESPONSE
<p>4) If our invoices are less than the \$5,000 maximum, can we carry over into the next month?</p>	<p>Invoices can be submitted no more often than monthly during the grant contract period which ends on June 30<sup>th</sup> annually. Section C. 7. of the Pro Forma Grant Contract located on page 24 of the proposal package, states in regard to invoices:</p> <p>“C.7. <u>Disbursement Reconciliation and Close Out.</u> The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.</p> <p>a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.</p> <p>b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.</p> <p>c. The Grantee’s failure to provide a final grant disbursement reconciliation report to the state 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 state pursuant to this Grant Contract.</p> <p>d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.”</p> <p>NOTE: Mandatory grantee training is conducted annually for all facilities that have been awarded Eden grants that fiscal year. Such training covers all grantee requirements including those concerning submission of grant reimbursement invoices.</p>

QUESTION/COMMENT	STATE RESPONSE
5) Should grant projects be started and in progress before submitting invoices in order to receive reimbursements?	<p>Yes, in order to receive reimbursement of grant funding, a facility must submit receipts or invoices of items or services purchased during the grant contract period. Section C.5.b. of the grant contract states with regard to reimbursement requests:</p> <p>“b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:</p> <ol style="list-style-type: none"> <li>(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and</li> <li>(2) not include any reimbursement requests for future expenditures.”</li> </ol>
6) Is there a best time to submit invoices?	<p>As stated in the response to question 4), invoices can be submitted no more often than monthly during the grant contract period which ends on June 30<sup>th</sup> annually and the final invoice must be submitted no later than thirty (30) days following the contract end date. Invoices should not be submitted if no expenditure by the grantee has occurred during the period.</p>
7) How did the Eden concept get its name, and how did its inception begin?	<p>You can find information about the origins of the Eden Alternative from the Eden Alternative home web page located at <a href="http://www.edenalt.org">www.edenalt.org</a> under the menu heading “About the Eden Alternative.”</p>
8) Can an entity receive more than one grant per period?	<p>A single facility cannot be awarded more than one (1) Eden grant in the same annual fiscal year period, but can receive more than one (1) Eden grant over subsequent annual fiscal year periods. A licensed home for the aged can receive both an Eden grant and a Home for the Aged Quality Enabling Program grant in the same annual fiscal year period. Quality Enabling Program grants are limited to eligible homes for the aged in select counties. For additional information on that program and its requirements go to: <a href="http://health.state.tn.us/hcf/state.htm#Aged">http://health.state.tn.us/hcf/state.htm#Aged</a></p>