

## GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HEALTH AND <br> GRANTEE NAME

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of Rape Prevention Education Community and Societal-Level Strategies and Health Equity service, as further defined in the "SCOPE OF SERVICES."

The Grantee is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Grantee Place of Incorporation or Organization: Location
Grantee Edison Vendor ID \# Number

## A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

## A.2. Service Definitions.

a. Accrual means charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.
b. Community-based intervention means programs and initiatives that aim to prevent sexual violence within a community.
c. Community coalition means a group of people who work together to achieve a common goal or outcome.
d. Community engagement means a strategic process of working collaboratively with a group of people who share a common goal and outcome.
e. Community-level prevention strategies means prevention strategies that focus on characteristics of a community setting to prevent risk factors in sexual violence.
f. Community needs assessment results means findings from a community needs assessment that include surveys, listening sessions, community forums, and focus groups.
g. Evidence-based programs means programs that have been proven effective through scientific evaluations.
h. Health equity means a fair and just opportunity for the highest attainment of health for all people.
i. Green Dot is an evidence-based a bystander intervention program that mobilizes all community members to reduce sexual violence.
j. Safe Bar is an evidence-based program that trains bar and restaurant staff on bystander intervention and the awareness of alcohol's role in sexual assault.
k. Shifting Boundaries is a evidence-based program that prevents sexual harassment and dating violence through classroom lessons and school-wide interventions.
I. Organizational level change means changes such as policies, programs, and structures in an organization.
m. Qualitative data means data that is descriptive.
n. Quantitative data means data that can be quantified.
o. REDCap means an online survey and database used to collect and analyze data.
p. RPE means Rape Prevention Education.
q. $\quad$ Social Determinants of Health $(\mathrm{SDoH})$ mean the conditions in the environment where people are born, live, learn, work, play, worship, and age that impact their health and quality of life.
r. Societal-level prevention strategies means addressing social and cultural norms that prevent sexual violence.
s. Strengthen economic supports means policies and programs that work to improve financial stability that can reduce risk factors associated with sexual violence victimization.
A.3. Service Goal. To provide community-and societal-level interventions and build health equity in sexual violence prevention to organizations and individuals in the service area to prevent first time perpetration and victimization of sexual violence.
A.4. Service Recipients. Individuals who are at risk to be perpetrators and/or victims of sexual violence.
A.5. Service Reporting. The Grantee shall provide:
a. Detailed narratives on the progress of community-and societal-level interventions and community needs assessment results in the form of a Tennessee Department of Health's REDCap report to the Director of the RPE Program semiannually on August 31 for the February 1 - July 31 time-period and on February 28 for the August 1 - January 31 timeperiod. The Grantee shall include in the report the type and number of community-and societal-level interventions, name of the community coalition, number of coalition members, results of the community needs assessment, and number of community trainings.
b. Accrual data to the Program Director no later than June 15 annually in a format provided by the State.
A.6. Service Deliverables. The Grantee shall:
a. Educate and share resources on health equity and sexual violence prevention with community partners and members.
b. Utilize quantitative and qualitative data to select and implement community-and societallevel prevention strategies and initiatives that address social determinants of health related to sexual violence.
c. Gain community input on ways to address sexual violence through surveys, listening sessions, community forums, or focus groups and utilize that information in addressing sexual violence. If social media will be used, prior approval will be need from the State.
d. Utilize an existing or create a community coalition, workgroups, or health councils to address the social determinants of health in sexual violence and collaborate on strategic planning to implement community and societal level strategies.
e. Develop an action and evaluation plan for sexual violence prevention goals, strategies, and activities.
f. Submit the completed action and evaluation plan for sexual violence prevention goals, strategies, and activities to the RPE Program Director for approval.
g. Increase community engagement efforts with community organizations, groups, and citizens to address sexual violence in priority populations.
h. Implement evidence-based community-based interventions to prevent sexual violence in priority populations.
i. Implement at least one evidence-based community-and societal-level prevention strategies such as Green Dot, Safe Bar, and Shifting Boundaries in sexual violence that create protective environments and promote social norms that protect against violence with fidelity.
j. Implement evidence-based strategies that strengthen economic support for families such as strengthening household financial security and family-friendly policies.
k. Build organizational-level change in sexual violence and health equity including but not limited to policies that incorporate health equity and trainings on health equity and sexual violence.
I. Participate in the Tennessee RPE State Advisory Board meeting, RPE Support Calls, program trainings, and evaluation trainings.
m. Submit all evaluation tools for programs to the RPE evaluator.
A.7. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.
A.8. Offshore Resources Statement. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.

Access to State data shall be limited to US-based (onshore) resources only.
Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited.

Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
A.9. In the performance of the services under this Grant Contract, the Grantee will collect and maintain data for its own use. The Grantee will not host any information for or on behalf of the State.
A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity
regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
b. The State grant proposal solicitation as may be amended, if any;
c. The Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.
A.12. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
A.13. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

## B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on February 28, 2029, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

## C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) prior to any reimbursement of allowable costs.
C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Renea Satterwhite, MPH. CHES, Rape Prevention Education Program Director Division of Family Health and Wellness
Tennessee Department of Health
Andrew Johnson Tower, $8^{\text {th }}$ Floor

710 James Robertson Parkway
Nashville, TN 37243
a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.
b. The Grantee understands and agrees to all of the following.
(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20\%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars (\$0.00) shall require prior approval of the Grantor State Agency.
C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).
a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C 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 grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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 contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

## D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,
compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.
D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:
Renea Satterwhite, MPH. CHES, Rape Prevention Education Program Director
Division of Family Health and Wellness
Department of Health
Andrew Johnson Tower, $8^{\text {th }}$ Floor
710 James Robertson Parkway
Nashville, TN 37243
Telephone \#: 615-532-7768
The Grantee:
Grantee Contact Name \& Title
Grantee Name
Address
Email Address

Telephone \# Number
FAX \# Number
A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as Attachment 6 to the Grant Contract.
D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ( $\$ 750,000$ ) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars $(\$ 750,000)$ or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars $(\$ 750,000)$ or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

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

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

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the audit report to the State contact listed in D.8.
D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a
competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. $\S \S 200.317$ - 200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ( $\$ 5,000.00$ ).
D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this 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.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the 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.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C. 1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's
representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 - 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the

State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:
a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions 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.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.
D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance
with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

## E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
E.6. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where
the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
E.7. Federal Funding Accountability and Transparency Act (FFATA). Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:
a. Reporting of Total Compensation of the Grantee's Executives.
(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
i. $\quad 80$ percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
ii. $\$ 25,000,000$ or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § $78 \mathrm{~m}(\mathrm{a})$, 780 (d)) or $\S 6104$ of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. $\quad$ Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.
E.8. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.
E.9. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.136 Injury Prevention and Control Research and State and Community Based Programs.

## IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

# PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above) 

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER
DATE

## Grantee's Application

ATTACHMENT 2

## Federal Award Identification Worksheet

| Subrecipient's name (must match name <br> associated with its Unique Entity Identifier <br> (SAM) | TBD |
| :--- | :--- |
| Subrecipient's Unique Entity Identifier (SAM) | TBD |
| Federal Award Identification Number (FAIN) | NUF2CE002468 |
| Federal award date | $1 / 27 / 2023$ |
| Subaward Period of Performance Start and <br> End Date | $2 / 1 / 2019-1 / 31 / 2024$ |
| Subaward Budget Period Start and End Date | $2 / 1 / 2023-1 / 31 / 2024$ |
| Assistance Listing number (formerly known <br> as the CFDA number) and Assistance Listing <br> program title. | 93.136 Injury Prevention and Control <br> Research and State and Community <br> Based Programs |
| Grant contract's begin date | March 1, 2024 |
| Grant contract's end date | February 28, 2029 |
| Amount of federal funds obligated by this <br> grant contract | TBD |
| Total amount of federal funds obligated to the <br> subrecipient |  |
| Total amount of the federal award to the <br> pass-through entity (Grantor State Agency) | \$3,822,744.00 |
| Federal award project description (as <br> required to be responsive to the Federal <br> Funding Accountability and Transparency Act <br> (FFATA) | Tenn Rape Prevention \& Education Program |
| Name of federal awarding agency | Department of Health and Human |
| Services, Centers for Disease Control <br> and Prevention |  |
| Name and contact information for the federal <br> awarding official | Uliecia Bolton <br> Uaj0@cdc.gov |
| Name of pass-through entity <br> Name and contact information for the pass- <br> through entity awarding official | Renea Satterwhite, <br> Renea.Satterwhite@tn.gov, 615-532-7768 |
| Is the federal award for research and <br> development? | No |
| Indirect cost rate for the federal award (See 2 <br> C.F.R. §200.331 for information on type of <br> indirect cost rate) | $14 \%$ |

ATTACHMENT 3

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

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

GRANT BUDGET LINE-ITEM DETAIL:

| SALARIES | AMOUNT |
| :--- | ---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL |


| PROFESSIONAL FEE, GRANT \& AWARD | AMOUNT |  |
| :--- | ---: | ---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL | Amount |
|  |  | Amount |


| TRAVEL/CONFERENCES \& MEETINGS | AMOUNT |
| :--- | :---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL |
|  |  |


| INTEREST |  |
| :--- | ---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | AMOUNT |
|  | ROUNDED TOTAL |
|  |  |


| SPECIFIC ASSISTANCE TO INDIVIDUALS | AMOUNT |
| :--- | ---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL |
|  |  |


| DEPRECIATION |  | AMOUNT |
| :--- | :--- | :---: |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL | Amount |
|  |  | Amount |


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


| CAPITAL PURCHASE | AMOUNT |
| :--- | :--- |
| Specific, Descriptive, Detail (Repeat Row As Necessary) | ROUNDED TOTAL |
|  |  |

## Section 1: Contract Information (to be completed by TDH Accounts)

PO \#
Edison Contract\#
PO Line \#
Receipt\#
$\qquad$
Edison Address Line \#
Edison Vendor\#
$\qquad$

Agency Invoice \#
$\qquad$
AP Attachment (check if yes)


Section 2: Invoice Information (to be completed by Contractor/Grantee)

| Contract Invoice\# | Invoice Date |
| :--- | :--- |
|  |  |
| Contract Start Date |  |
| Contact Person Name | Phone\# |

## Remit Payment to:

Business Name

| Street Address | City | State | ZIP |
| :--- | :--- | :--- | :--- |


| Budget Line Items | (A) Total Contract Budget | (B) Amount Billed YTD | (C) Monthly Expenditures Due |
| :--- | :--- | :--- | :--- |
| Salaries |  |  |  |
| Benefits |  |  |  |
| Professional Fee/Grant/Award |  |  |  |
| Supplies |  |  |  |
| Telephone |  |  |  |
| Postage and Shipping |  |  |  |
| Occupancy |  |  |  |
| Equipment Rental and Maintenance |  |  |  |
| Printing and Publications |  |  |  |
| Travel/Conferences and Meetings |  |  |  |
| Interest |  |  |  |
| Insurance |  |  |  |
| Specific Assistanceto Individuals |  |  |  |
| Depreciation |  |  |  |
| Other Non-Personnel |  |  |  |
| Capital Purchase |  |  |  |
| Indirect Costs |  |  |  |
| TOTAL |  |  |  |

Section 3: Payment Information (to be completed by TDH Program)
Service Type (Select One): $\square$ Medical Services $\square$ Non-Medical Services

| Speedchart | User Code | Project ID | Amount (\$) |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Section 4: Authorized Signatures

## Contractor/Grantee Authorization

Name: $\qquad$
Date:
Signature: $\qquad$

TDH Program Authorization
Name:
Date:
Signature: $\qquad$

TDH Accounts Authorization
Name: $\qquad$
Date:
Signature: $\qquad$

## Attachment 5

## REPORTING TEMPLATE

## Introduction

Reporting Template has three parts:
-Schedule A,

- Schedule B, and
-Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.


## Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

## Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
-The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
-The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number. -The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
-The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
-The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

## Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

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

E-mail completed files to: policy2013 007.amo.health@tn.gov
or Mailing Address
Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

## QUESTIONS:

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Telephone:615-741-2974

## Attachment 5

## PROGRAM EXPENSE REPORT (PER) SCHEDULE A

## Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

## Instruction for Expenses by Object Line-Items

## Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

## References:

## 2 CFR Part 200.430

Form 990 Part IX line 5, 7

## Line $2 \quad$ Employee Benefits \& Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

## References:

2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

## Line $3 \quad$ Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits \& Payroll Taxes.

## Line 4 <br> Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

## Attachment 5

2 CFR Part 200.459
Form 990 Part IX line 11

## Line $5 \quad$ Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

## References:

2 CFR Part 200.453
Form 990 Part IX line 13

## Line 6 <br> Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

## References:

2 CFR Part 200.471
Form 990 Part IX line 13

## Line $7 \quad$ Postage and Shipping

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

## References:

2 CFR Part 200.474
Form 990 Part IX line 13

## Line $8 \quad$ Occupancy

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

## References:

2 CFR Part 200.465
Form 990 Part IX line 16

## Line $9 \quad$ Equipment Rental and Maintenance

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

## References:

2 CFR Part 200.452
Form 990 Part IX line 13

## Attachment 5

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

## References:

2 CFR Part 200.461
Form 990 Part IX line 13

## Line $11 \quad$ Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

## F\&A Policy 08 Comprehensive State Travel Regulations.

## References:

2 CFR Part 200.475
Form 990 Part IX line 17

## Line 12 <br> Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

## References:

2 CFR Part 200.432
Form 990 Part IX line 19

## Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

## References:

2 CFR Part 200.449
Form 990 Part IX line 20

## Line $14 \quad$ Insurance

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

## Attachment 5

## References:

## 2 CFR Part 200.447

Form 990 Part IX line 23

## Line $15 \quad$ Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

## References:

2 CFR Part 200.1
Form 990 Part IX line 1

## Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

## References:

2 CFR Part 200.456
Form 990 Part IX line 2
Line 17
Depreciation
Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

## References:

2 CFR Part 200.436
Form 990 Part IX line 22

## Line 18

Other Nonpersonnel Expenses
Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.
a) Advertising:

## Attachment 5

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

## b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14
c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24
d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

## e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24
f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

## Attachment 5

References:
2 CFR Part 200.1
Form 990 Part IX line 24

## g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

## h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

## i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.
References:
2 CFR Part 200.463
Form 990 Part IX line 24
j) Taxes:

Enter expenses for payment of taxes to the local government or state.
References:
2 CFR Part 200.470
Form 990 Part IX line 24
k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

## Line $19 \quad$ Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

## Line $20 \quad$ Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

## Attachment 5

## References:

2 CFR Part 200.439
Form 990 Par X line 10a or Schedule D Part VI

## Line $21 \quad$ Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:
$\underline{2 \text { CFR Part } 200.405} \underline{2 \text { CFR Part } 200.413}$
Form 990 Part IX, column B

## Line 22 <br> Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Passthrough funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

## References:

2 CFR Part 200.414
Form 990 Part IX, Column C

## Line $23 \quad$ Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end $3 / 31 / 2023$ ) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

## Line 24

## In-Kind Expenses

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

## References:

2 CFR Part 200.434
Form 990 Part XI line 6

## Line $25 \quad$ Total Program Expenses

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

## PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

## Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

## Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

# PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B 

## Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

## Instruction for Sources of Revenue

- Reimbursable Program Funds


## Line $31 \quad$ Reimbursable Federal Program Funds

Enter the portion of Total Direct Program \& Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

## Attachment 5

Reference:

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct Program \& Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

## Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

## - Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

## Line $34 \quad$ Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

## Line 35 <br> Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

## Line $36 \quad$ Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

## Line $37 \quad$ Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

## References:

Form 990 Part VIII 1f

## Attachment 5

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.
Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

## Line 39 <br> Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to $2 f$

Line 40
Other Matching Revenue
Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e
Line 41
Total Matching Revenue Funds
Add lines 34 through 40.

## Line 42 <br> Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

## Line $43 \quad$ Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

## Instruction for Reconciliation Between Total and Reimbursable Expenses

## Line 51 <br> Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

## Line $52 \quad$ Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

## Attachment 5

Line 53
Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

## Line 54

## Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

## Line 55

Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

## Line 56

## Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

## Line 57

Difference (Line 55 minus Line 56)
This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

## Line 58

Advances
Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

## Line 59

## This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

## NONGRANT EXPENSE REPORT (NER)

 NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1
## Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

## Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules $A-1, A-1-Q 1-Q 4$, and $B-1$ are the same as the instructions for Schedule $A$ and $B$ except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

## TOTAL EXPENSE SUMMARY REPORT Schedule C

## Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

## Attachment 5

## Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

## Instruction for Columns

## Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

## Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:
I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
II. The cumulative year-to-date expenses for fund-raising activities, if any.
III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

## Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

## Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

## Attachment 5

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

| Schedul |  |  |  | Page \# of \# Pages: |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Cont | actor/Grantee Name: |  |  | Report Period: |  |
|  |  |  |  |  |  |
|  | Contracting State Agen |  |  |  |  |
|  | Program Name: |  |  | B |  |
|  | Assistance Listing Number/Program Number: |  |  |  |  |
|  | Edison Contract Number: |  |  |  |  |
|  | Grant/Contract Term: |  |  |  |  |
| Line |  |  |  |  |  |
| Item \# | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
| 1 | Salaries and Wages |  | 0.00 |  | 0.00 |
| 2 | Employee Benefits \& Payroll Taxes |  | 0.00 |  | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees |  | 0.00 |  | 0.00 |
| 5 | Supplies |  | 0.00 |  | 0.00 |
| Y |  |  | 0.00 |  | 0 |
| 8 | Occupancy |  | 0.00 |  | 0.00 |
| 9 | Equipment Rental and Maintenance |  | 0.00 |  | 0.00 |
| 10 | Printing and Publications |  | 0.00 |  | 0.00 |
| 11 | Travel |  | 0.00 |  | 0.00 |
| 12 | Conferences and Meetings |  | 0.00 |  | 0.00 |
| 13 | Interest |  | 0.00 |  | 0.00 |
| 14 | Insurance |  | 0.00 |  | 0.00 |
| 15 | Grants and Awards |  | 0.00 |  | 0.00 |
| 16 | Specific Assistance to Individuals |  | 0.00 |  | 0.00 |
| 17 | Depreciation |  | 0.00 |  | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) |  |  |  |  |
| a |  |  | 0.00 |  | 0.00 |
| b |  |  | 0.00 |  | 0.00 |
|  |  |  | 0.00 |  | 0.00 |
| d |  |  | 0.00 |  | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases |  | 0.00 |  | 0.00 |
| 21 | Total Direct Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses |  | 0.00 |  | 0.00 |
| 23 | Total Direct and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses |  | 0.00 |  | 0.00 |
| 25 | Total Program Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

## Attachment 5

## STATE OF TENNESSEE PROGRAM EXPENSE REPORT



## Attachment 5

## STATE OF TENNESSEE nONGRANT/UNALLOWABLE EXPENSE REPORT

| Schedul | A-1 |  |  | Page \# of \# Pages: |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Con | ractor/Grantee Name: |  |  | Report Period: |  |
|  | Contracting State Agency: |  |  |  |  |
|  | Program Name: |  |  | B |  |
|  | Assistance Listing Number/Program Number: |  |  |  |  |
|  | Edison Contract Number: |  |  |  |  |
|  | Grant/Contract Term: |  |  |  |  |
| Line |  |  |  |  |  |
| Item \# | Expense By Object | Quarter To Date | Year To Date | Quarter To Date | Year To Date |
| 1 | Salaries and Wages |  | 0.00 |  | 0.00 |
| 2 | Employee Benefits \& Payroll Taxes |  | 0.00 |  | 0.00 |
| 3 | Total Personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Professional Fees |  | 0.00 |  | 0.00 |
|  | Supplies |  | 0.00 |  | 0.00 |
|  | rostage ana snipping |  | 0.00 |  | 0.00 |
| 8 | Occupancy |  | 0.00 |  | 0.00 |
| 9 | Equipment Rental and Maintenance |  | 0.00 |  | 0.00 |
| 10 | Printing and Publications |  | 0.00 |  | 0.00 |
| 11 | Travel |  | 0.00 |  | 0.00 |
| 12 | Conferences and Meetings |  | 0.00 |  | 0.00 |
| 13 | Interest |  | 0.00 |  | 0.00 |
| 14 | Insurance |  | 0.00 |  | 0.00 |
| 15 | Grants and Awards |  | 0.00 |  | 0.00 |
| 16 | Specific Assistance to Individuals |  | 0.00 |  | 0.00 |
| 17 | Depreciation |  | 0.00 |  | 0.00 |
| 18 | Other Non-personnel Expenses: (list details in a-d) |  |  |  |  |
| a |  |  | 0.00 |  | 0.00 |
| b |  |  | 0.00 |  | 0.00 |
| c |  |  | 0.00 |  | 0.00 |
| d |  |  | 0.00 |  | 0.00 |
| 19 | Total Non-personnel Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | Reimbursable Capital Purchases |  | 0.00 |  | 0.00 |
| 21 | Total Direct Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 22 | Administrative Expenses |  | 0.00 |  | 0.00 |
| 23 | Total Direct Nongrant and Administrative Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expenses |  | 0.00 |  | 0.00 |
| 25 | Total Nongrant Expenses | 0.00 | 0.00 | 0.00 | 0.00 |

## Attachment 5



## Attachment 5

SROGRATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
reconciliation between total program and reimbursable expenses


## Attachment 5

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES


## Attachment 5

## STATE OF TENNESSEE

TOTAL EXPENSE SUMMARY REPORT

## Schedule C

Contractor/Grantee Name:


Page \# of \# Pages: $\qquad$
Report Period: $\qquad$

## Line

Expense By Objec
Salaries and Wages
Employee Benefits \& Payroll Taxes
Total Personnel Expenses
Professional Fees
Supplies
Telecommunication
Postage and Shipping
Occupancy

Travel
Conferences and Meetings
Interest
Insurance
Grants and Awards
Specific Assistance to Individuals
Depreciation
Other Non-personnel Expenses: (list details in a-d)
a
b


Total Non-personnel Expenses
Reimbursable Capital Purchases
Total Direct Program Expenses
Administrative Expenses
Total Direct and Administrative Expenses
In-Kind Expenses
Total Expenses



Total
Nongrant/Unallowable

## Expenses Year To Date <br> ear To Date

Total
Administrative
Expenses
Year To Date

Grand Total Year To Date

| 0.00 |  |  | 0.00 |
| ---: | :--- | :--- | :--- |
| 0.00 |  |  | 0.00 |
| 0.00 |  | 0.00 | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 |  |  | 0.00 |
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| :---: | :---: | :---: | :---: |
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| 0.00 |  |  | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 |  |  | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 |

## Annual (Final) Report*

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

Submit one copy to:

Program, TN Department of Health;
Ralph Alvarado, MD, FACP, Commissioner, TN Department of Health; and
faaudit@tn.gov - TN Department of Finance and Administration

