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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Grantee," is for the provision of X-ray and radiological interpretation services for tuberculosis clinics, as further defined in the "SCOPE OF SERVICES."

The Grantee is a For-Profit Corporation.

Grantee Place of Incorporation or Organization: Location

Grantee Edison Vendor ID # Number

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee will provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. <u>Service Goal</u>. To provide X-ray and radiological interpretation services for tuberculosis clinics.
- A.3. <u>Service Recipients</u>. Individuals diagnosed as having or suspected of having active tuberculosis (TB), or latent tuberculosis infection (LTBI).

A.4. Service Descriptions.

- a. The Grantee will:
 - (1) Provide X-ray and radiological interpretation services at all scheduled clinical sessions at each public health TB clinic in the list specified in the Attachment 1, the Grantee Proposal Letter of Transmittal.
 - (2) Services will include:
 - a. The administration of all routine and specialized chest X-ray procedures by a radiologic technologist, and
 - b. The evaluation, interpretation, and reporting of radiographic results by a radiologist in the manner set forth in section A.4.a.(3).
 - (3) Ensure services are performed or provided in accordance with established principles and ethics of the medical profession. The quality of healthcare provided will meet or exceed the currently recognized standards established by the International Society of Radiographers & Radiological Technologists (https://www.isrrt.org/code-ethics), Joint Commission (https://www.jointcommission.org/), the American Hospital Association (AHA https://www.aha.org/), the American Medical Association (AMA https://www.ama-assn.org/), the American College of Radiology (ACR https://www.acr.org/), the American Board of Radiology (ABR https://www.theabr.org/), and other professional associations that specify standards of performance for the medical profession. In all cases, the dignity of the patient will be given the highest regard, and the precepts of the American Hospital Association's "Patient Care Partnership" (https://www.aha.org/other-resources/patient-care-partnership), both adult and pediatric, will be observed.

(4) Provide the services in the manner set forth in the following subsections.

i. Staff.

- a) The Grantee must provide at least one designated primary radiologic technologist and one designated back-up radiologic technologist for each scheduled State TB clinic. Each radiologic technologist on staff must be assigned to no more than two State TB clinics. Each radiologic technologist on staff must be licensed to practice and in good standing in the State of Tennessee.
- b) All radiologic technologist(s) must be listed on the American Registry of Radiologic Technologists (ARRT), and hold current ARRT credentials.
- c) X-ray images will be evaluated, interpreted, and reported by a Board-certified radiologist(s) licensed to practice and in good standing in the State of Tennessee. Radiologist(s) will have training and experience in reading both adult and pediatric chest X-rays.
- d) Current copies of the professional credentials for newly hired radiologic technologist(s) and radiologist(s) will be provided to the State within one (1) month of being hired. In addition, credentials for all radiologic technologists and radiologists on staff will be provided to the state semi-annually by the last day of January and the last day of July for the duration of the contract.
- e) The Grantee will ensure that radiologic technicians understand that they may be exposed to possible infectious TB disease and that precautions should be taken as directed by clinic staff to protect the health of the radiologic technician.
- f) The Grantee will provide the State with a business Continuity of Operations Plan (COOP) as part of the Grantee's proposal.
- g) The Grantee will maintain sufficient staffing levels at all times to ensure continuity of operations.

ii. Operational Procedures:

- a) Each radiologic technician will arrive to the scheduled TB clinic at least ten (10) minutes prior to the first scheduled appointment to ensure that all equipment is operational.
- b) The Grantee will notify the regional TB clinic point-of-contact if the schedule radiologic technician will be greater than thirty (30) minutes late and the identified back-up radiologic technician will be deployed to arrive at the clinic within 90 minutes of the scheduled start time for the clinic.
- c) The radiologic technician will remain at the regional TB clinic until the last patient has received an X-ray and the TB nurse informs the radiologic technician that he/she/they are no longer needed.

- d) The radiologic technician will complete and sign a work verification form attesting to the work done during the scheduled clinic. The form will be maintained by the regional TB clinic.
- e) Prior to leaving the clinic, the radiologic technician will make a copy of each X-ray image for each patient and provide those images to the TB nurse.
- f) After the completion of each X-ray, the radiologic technician will tell the TB clinic staff that the patient is ready to be seen by a nurse/provider.
- g) The radiologic technician will correctly wear an appropriate mask and additional personal protective equipment (as required) during TB clinic.
- h) The radiologic technician will ensure that all doors to negative pressure rooms within the clinic remain closed when not in use.

iii. Quality of Services.

- a) X-ray images will consistently demonstrate appropriate patient positioning, visualization of anatomic structures, and X-ray penetration; and
- b) Radiologic technologist(s) will treat patients with professional courtesy and ensure that patients' modesty is respected and assured during all radiological procedures.

iv. Equipment and Supplies.

- a) The Grantee will provide temporary portable X-ray imaging equipment in the TB clinics when provided with 48 hours' notice that State-furnished equipment is inoperable; and
- b) The Grantee will provide all necessary and appropriate mobile radiological equipment, supplies and tools for off-site TB contact investigations or outbreak screening events when provided with 48 hours' notice by the State. Such equipment will include, but is not limited to, portable digital X-ray equipment and privacy screens.
- c) The radiologic technician will provide cleaning and sanitizing supplies, and will clean and sanitize any equipment prior to use for each individual patient.
- d) The radiologic technician will notify the TB clinic nurse of any equipment that requires maintenance.

v. Schedule.

- a) The Grantee will provide to the State the current telephone and/or pager contact information for Grantee's on-call staff, as well as similar contact information for each radiologic technician scheduled for each regional TB clinic;
- b) The Grantee will provide services at agreed locations for all scheduled TB clinic hours. Clinic hours normally occur Monday

through Friday between the hours of 8:00 a.m. and 4:30 p.m. local time on State business days. The State will provide at least 48-hours' notice of each scheduled TB clinic. Grantee's provision of Services following such notice is an integral part of this Contract. This notice will include: date of TB clinic, location of TB clinic, start and end times of TB clinic, estimated number of patients for each TB clinic, and orders for each patient scheduled for TB clinic.

- c) The State will have the option to add additional patients to the clinic roster up to 24 hours prior to the scheduled TB clinic.
- d) The State will provide the Grantee with at least 24 hours' notice when a schedule clinic is cancelled.
- e) The Grantee will provide services for off-site TB contact investigations or outbreak screening events as needed, when provided with 48 hours' notice by the State.
- f) The Grantee will provide reports of X-ray results in writing to the TB clinics within two (2) business days after receipt of processed X-ray images.
- g) For any X-ray interpretation that is suspicious for active TB disease, the grantee will telephone the TB clinic where the X-ray image was obtained by the end of the next business day, and will complete reporting by following the State's guidelines for reportable diseases

 (https://www.tn.gov/content/dam/tn/health/documents/reportable-diseases/2023-Provider-list.pdf),
- h) The radiologic technician will ensure that X-ray comparisons are completed when available and are provided to the TB clinic.
- After the last scheduled patient receives an X-ray, the radiologic technician will provide cleaning and sanitizing supplies, and will clean and sanitize equipment used.

b. The State will:

- (1) Notify the Grantee of scheduled TB clinic hours at least 48 hours ahead of time.
- (2) Provide the grantee with point of contact information (name, phone number, email address) for each TB clinic to be serviced.
- (3) Provide all necessary equipment, supplies and tools considered essential for the delivery of the radiological services in each TB clinic, including the following: a registered digital or analogue X-ray generator in an appropriate and dedicated X-ray room, image cartridges, a film processor, a film storage rack, lead-lined shields for the radiologic technologist(s) and patients, patient gowns, privacy screens, and access to a fax machine; and
- (4) Provide to the Grantee any request for off-site mobile radiological services at least 48 hours prior to the planned TB contact investigation or screening event.

- (5) Offer fit testing to each radiologic technician and provide a fitted mask to ensure respiratory protection.
- A.5. 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.6. HIPAA Compliance.

<u>Grantees</u>: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.

<u>Subcontractors</u>: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

- A.7. <u>Incorporation of Additional Documents</u>. 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 will govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee will log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract will be used for lobbying federal, state, or local officials.

B. TERM OF GRANT CONTRACT:

- B.1. This Grant Contract will be effective on September 1, 2024 ("Effective Date") and extend for a period of thirty-one (31) months after the Effective Date ("Term"). The State will have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, will the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event will 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 2, will 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. <u>Compensation Firm</u>. 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 will 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 will submit invoices (Attachment 3) prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging will be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and will be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee will invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Yigzaw Belay Tennessee Department of Health, TB Elimination Andrew Johnson Tower, 12th Floor 710 James Robertson Parkway Nashville, TN 37243 yigzaw.belay@tn.gov

- a. Each invoice will 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: Tennessee Department of Health, Tuberculosis Elimination Program.
 - (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 will include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and will 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 will not include any reimbursement request for future expenditures.
 - An invoice under this Grant Contract will 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. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract will adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances will not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts will require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of the quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 4).
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee will refund the difference to the State. The Grantee will submit said refund with the final grant disbursement reconciliation report.
 - b. The State will 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 will result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee will 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. <u>Cost Allocation</u>. 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 will 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. <u>Payment of Invoice</u>. A payment by the State will not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State will 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 will 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 will 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. <u>Prerequisite Documentation</u>. The Grantee will not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee will 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 will 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. <u>Modification and Amendment</u>. 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. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience will not be a breach of this Grant Contract by the State. The State will give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee will be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event will 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 will be determined by the State. The Grantee will 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. <u>Termination for Cause</u>. 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 will 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 will 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. <u>Subcontracting</u>. The Grantee will 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 will 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 will remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount will 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 will 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 will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee will 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 will 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 will be in writing and will 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, will be addressed to the respective party as set out below:

The State:

Yigzaw Belay
Tennessee Department of Health, TB Elimination
710 James Robertson Parkway
Andrew Johnson Building, 12th Floor
Nashville, TN 37243
Yigzaw.Belay@tn.gov
Telephone # (615) 253-2308
FAX # (615) 253-1370

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 will be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. <u>Subject to Funds Availability</u>. 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 will cease all work associated with the Grant Contract. Should such an event occur, the Grantee will be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee will 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. <u>Nondiscrimination</u>. The Grantee agrees that no person will 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 will, upon request, show proof of

such nondiscrimination and will post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. <u>HIPAA Compliance</u>. The State and the Grantee will 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 will survive the termination of this Grant Contract.
 - 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 will 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 will 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 will be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency will 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. <u>Public Notice</u>. 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 will 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 will be approved by the State.
- D.14. <u>Licensure</u>. The Grantee and its employees and all sub-grantees will be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and will upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor will 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, will be maintained for a period of five (5) full years from the date of the final payment and will 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 will 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 will also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee will 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 will 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 will 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 will be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee will submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee will 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 will 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 will submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports will 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 will appear on the Grantor State Agency's website or as attachment 5 to the Grant Contract.
- D.19. <u>Audit Report.</u> 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 will 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 will 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 will fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee will 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 will be on a contract form prescribed by the Comptroller. The Grantee will be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee will be subject to the provision relating to such fees contained within this Grant Contract. The Grantee will be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits will be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit will 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 will be provided to the Comptroller by the licensed, independent public accountant. Audit reports will be made available to the public. The Grantee will 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 will be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee will 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 will include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee will comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" will 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. <u>Strict Performance</u>. 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 will not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties will 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 will 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 will 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. <u>Limitation of State's Liability</u>. The State will 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 will 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 will 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. <u>Tennessee Department of Revenue Registration.</u> The Grantee will 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. <u>Charges to Service Recipients Prohibited</u>. The Grantee will 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. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee will comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. <u>Governing Law</u>. This Grant Contract will 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, will 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. <u>Completeness</u>. 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. <u>Severability</u>. 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 will not be affected thereby and will remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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, will 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. <u>Debarment and Suspension</u>. 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:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - 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 will 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. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information will 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 will be regarded as "Confidential Information." Nothing in this Section

will 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 will not be disclosed except as required or permitted under state or federal law. Grant Grantee will 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 will 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. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions will be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee will maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term. Grantee will immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

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

Grantee will provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee will provide

the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee will provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee will provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State agrees that it will give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice will only relieve the Grantee of its obligations under this Section to the extent that the

Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section will not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

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

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

- b. Workers' Compensation and Employer Liability Insurance
 - (1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee will maintain:
 - Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
 - (2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 103, then the Grantee will furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;

- iv. The Grantee is in the coal mining industry with no employees;
- v. The Grantee is a state or local government; or
- vi. The Grantee self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- (1) The Grantee will maintain automobile liability insurance which will cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- (2) The Grantee will maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- (1) Professional liability insurance will be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis then:
 - The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Grantee must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- Any professional liability insurance policy will have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- (3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- (1) The Grantee will maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- (2) Such coverage will include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

- E.3. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, *et seq.*, will 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.4. <u>State Furnished Property</u>. The Grantee will be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State will be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee will be responsible to the State for the residual value of the property at the time of loss.
- E.5. <u>Prohibited Advertising</u>. The Grantee will 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 will survive the termination of this Grant Contract.
- E.6. 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 will 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 will post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition will 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 will apply to and be made part of any subcontract related to this Grant Contract.
- E.7. <u>Hold Harmless</u>. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it will be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties will give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice will only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section will not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E.8. 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 will not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee will, and will 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 will

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 will, 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 will immediately return to the State any and all PII which it has received under this Grant Contract and will destroy all records of such PII.

The Grantee will 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 will be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee will take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, will provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee will 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 will survive the termination of this Grant Contract.

E.9. <u>Transfer of Grantee's Obligations.</u>

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

E.10. Grantee Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
 - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
 - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee's and subcontractor's annual SOC Type II audit report within 30 days from when

the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/sts-security-policies.html.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times

fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below.

 Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 (twenty-four) hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 (forty-eight) hours.
 - (2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster

Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

IN WITNESS WHEREOF,		
GRANTEE LEGAL ENTITY NAME:		
GRANTEE SIGNATURE	DATE	
PRINTED NAME AND TITLE OF GRANTEE SIGNATOR	Y (above)	
DEPARTMENT OF HEALTH:		
RALPH ALVARADO, MD, FACP, COMMISSIONER	DATE	

GRANTEE'S PROPOSAL

ATTACHMENT 2

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

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.

ATTACHMENT 2

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
PROFESSIONAL FEE, GRANT & AWARD		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
TRAVEL/CONFERENCES & MEETINGS		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
INTEREST		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
DEPRECIATION		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
OTHER NON-PERSONNEL		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	Amount
CAPITAL PURCHASE		AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)		Amount
	ROUNDED TOTAL	

Agency Invoice #



PO # (Req.)

Capital Purchase Indirect Costs TOTAL

Invoice Reimbursement Form

Contract #
Supplier Name
Program Name

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

PO Line # (Req.)

Edison Contract# E	Edison Vendor#	Edi	son Address Line#	AP Attachment (check if yes)		
Section 2: Invoice Information	on (to be completed	by Contr	actor/Grantee)			
Contract Invoice#	nvoice Date	Ser	vice Start Date	Service End Date		
Contract Start Date C	Contract End Date					
Contact Person Name P	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	(Fig. Fortilis Continues		(=) /	(c) memory _mperiamence _uc		
Benefits						
Professional Fee/Grant/Award						
Supplies						
Telephone						
Postage and Shipping						
Occupancy						
Equipment Rental and Maintenan	ice					
Printing and Publications						
Travel/Conferences and Meetings	s					
Interest						
Insurance						
Specific Assistance to Individuals	5					
Depreciation						
Other Non-Personnel						

Receipt# (Req.)

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Da	ate Invoice Receiv	ed by (Name)		
Service Type (Selec	et One): Medical	Services	Non-Medical Services		
Speedchart	Department	ID	User Code	Project ID	Amount (\$)
				Total Amour	t:
Additional Signatures	s as Required by Pro	gram (Not red	uired for processing and pa	ayment by F&A Accounts F	Payable)
Program Signature 1	1	Program Sig	gnature 2	Program Signature 3	
Section 4: Autho	orized Signature	es			
Contractor/Grante	e Authorization	TDH	Program Authorization	TDH Acc	ounts Authorization
Name:		Name	: :	Name:	
D 1		Date:		Data	
		Signa		—— Signature	

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

	Budget	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD	Balance
Budget Line Items	Amt	Expenses	Totals	Remaining											
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
Totals	·												·	·	

PH-4419 Rev. 09-2022 RDA SW-12

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.

Telephone: 615-741-2974

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:

Angela Sumner: angela.sumner@tn.gov Rushdi Eskarous: rushdi.eskarous@tn.gov

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

Employee Benefits & Payroll Taxes Line 2

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 **Total Personnel Expenses**

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

Professional Fees Line 4

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.

References:

2 CFR Part 200.459

Form 990 Part IX line 11

Line 5 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 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 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 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 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

Line 10 Printing and Publications

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 <u>Travel</u>

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 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 <u>Insurance</u>

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.

References:

2 CFR Part 200.447 Form 990 Part IX line 23

<u>Line 15</u> <u>Grants and Awards</u>

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

<u>Line 18</u> <u>Other Nonpersonnel Expenses</u>

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:

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) <u>Information Technology:</u>

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.

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) <u>Taxes:</u>

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) <u>Organization's and Employee's Membership Dues in Associations and</u> 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 Total Nonpersonnel Expenses

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

Line 20 Reimbursable Capital Purchases

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

References:

2 CFR Part 200.439

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

Line 21 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:

2 CFR Part 200.405

2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

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

<u>Line 23</u> <u>Total Direct Program and Administrative Expenses</u>

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 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 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.

Reference:

Form 990 Part VIII 1e

<u>Line 32</u> <u>Reimbursable State Program Funds</u>

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 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 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 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 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

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

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 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 2f

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 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

<u>Line 43</u> <u>Total Revenue</u>

Add lines 33, 41, and 42.

References:

Form 990 Part VIII 12

<u>Instruction for Reconciliation Between Total and Reimbursable Expenses</u>

Line 51 <u>Total Program Expenses</u>

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

Line 52 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.

<u>Line 53</u> <u>Excess Administration</u>

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 <u>Matching Expenses</u>

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.

<u>Line 55</u> 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 <u>Total Reimbursement To Date</u>

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-Q1-Q4, 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.

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.

STATE OF TENNESSEE PROGRAMI EXPENSE REPORT

Schedule A Page # of # Pages:					
Cont	tractor/Grantee Name:			Report Period:	
	Contracting State Agency: Program Name: Assistance Listing Number/Program Number: Edison Contract Number: Grant/Contract Term:	Α		В	
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 relecommunication		0.00		0.00
7	Postage and 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)	'			
а			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 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

STATE OF TENNESSEE PRUGRAM EXPENSE REPORT

Schedule A-Q1-Q4	Page # of # Pages:	
Contractor/Grantee Name:	Report Period:	
Contracting State Agency:		
Program Name:	A	
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
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	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
7	relecommunication Postage and Snipping					0.00 0.00		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)							0
a	1					0.00		0.00
t)					0.00		0.00
C						0.00		0.00
c	·					0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	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	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	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	0.00	0.00	0.00

STATE OF TENNESSEE

NONGRANI/ONALLOWABLE EXPENSE REPORT						
Schedule A-1			Page # of # Pages:			
Contractor/Grantee Name:			Report Period:			
	Contracting State Agency:					
Program Name:		Α	В			
Assistance Listing Number/Program Number:						
	Edison Contract Number:					
	Grant/Contract Torm:					

	Assistance Listing Number/Program Number:				
	Edison Contract Number:				
	Grant/Contract Term:				
Line	Francis Dr. Object	Overstein To Bode	V T- D-4-	Overstee To Boto	V T- D-4-
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
7	Postage and 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)				
а			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
		·			

STATE OF TENNESSEE NUNGKAN I / UNALLOWABLE EXPENSE KEPUK I

Schedule A-1-Q1-Q4	Page # of # Pages	:
Contractor/Grantee Name:	Report Period	:
Contracting State Agency:		
Program Name:	A	
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line							Grant Budget Amount (From Contract	Over/(Under) Budget
Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Agreement)	Amount
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	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
1	Postage and Snipping					0.00 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)							0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
c						0.00		0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	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	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	Total Direct Nongrant and Administrative Exp	0.00	0.00	0.00	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	0.00	0.00	0.00

STATE OF TENNESSEE PRUGKAINI KEVENUE KEPUKI AND

RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedul	e B			Page # of # Pages:	
Cont	ractor/Grantee Name:			Report Period:	
	Contracting State Agency: Program Name: Assistance Listing Number/Program Number: Edison Contract Number: Grant/Contract Term:	А		В	
Line					
Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE NUNGKANT/UNALLOWABLE REVENUE REPURT AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1 Page # of # Pages:					
Cont	tractor/Grantee Name:			Report Period:	
	Contracting State Agency:				
	Program Name:	Α		В	
	Assistance Listing Number/Program Number:				
	Edison Contract Number:				
	Grant/Contract Term:				
Line					
	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	Total Reimbursable Nongrant Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)	0.00	0.00	0.00	0.00
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE IUIAL EXPENSE SUMMARY REPURI

Schedule C	Page # of # Pages:	
Contractor/Grantee Name:	Report Period:	

Line Item#	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total 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
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9 10	Equipment inclinal and maintenance 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	1	0.00			0.00
b)	0.00			0.00
c		0.00			0.00
c		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 Expenses	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)
Sı	bmit one copy to:
Pr	ogram, TN Department of Health;
Ra	lph Alvarado, MD, FACP, Commissioner, TN Department of Health; and
faa	audit@tn.gov - TN Department of Finance and Administration