

State of Tennessee
Cheatham County

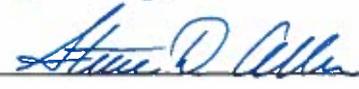
**TOWN OF ASHLAND CITY
RESOLUTION # 2017-18**

Authorization for the Mayor of the Town of Ashland City to sign the Greater Nashville Regional Council Grant Contract #2018-21.

NOW, THEREFORE BE IT RESOLVED by the Council of the Town of Ashland City meeting in regular session on this 11 th day of July, 2017 that the Mayor be authorized to sign the Greater Nashville Regional Council Grant Contract # 2017-18.

We, the undersigned City Council members, move the adoption of the above Resolution.

Councilmember  moved to adopt the Resolution.

Councilmember  seconded the motion.

Voting in Favor 6 Voting Against 0

Approved:

Attest:


Mayor Richard Johnson


Kellie Reed, City Recorder

**GRANT CONTRACT #2018-21
BETWEEN THE
GREATER NASHVILLE REGIONAL COUNCIL
AND
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the Greater Nashville Regional Council, hereinafter referred to as the "GNRC," and Grantee Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of multipurpose senior center activities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Federal Employer Identification Number: 62-000239

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Scope to be provided under this contract is included in Attachment 1, which is attached hereto and made a part of this Grant Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2017, ("Effective Date") and ending on June 30, 2018 ("Term"). The GNRC shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the GNRC under this Contract exceed Thirty One Thousand Dollars and No Cents (\$31,000.00) ("Maximum Liability"). The Budget, attached and incorporated as Attachment 2, is the maximum amount due the Grantee under this Contract. The Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the GNRC is not subject to escalation for any reason unless amended. The Budget amounts are firm for the duration of the Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the GNRC no more often than monthly, with all necessary supporting documentation submitted not later than the 8th day of each month for units or services provided the previous month, and present such to:

Greater Nashville Regional Council, 501 Union Street, 6th floor, Nashville, TN 37219.

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number: (assigned by the Contractor)
 - (2) Invoice Date:
 - (3) Invoice Period: (to which the reimbursement request is applicable)
 - (4) Contract Number: (assigned by the GNRC).
 - (5) Account Name: Greater Nashville Regional Council
 - (6) Grantee Name:
 - (7) Grantee Remittance Address:
 - (8) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by 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 Budget line-item to date.
 - iii. The total amount reimbursed under the 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 Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Contract and shall be subject to the Budget and any other provision of this Contract relating to allowable reimbursements.
 - (2) An invoice under this Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Contract shall initiate the timeframe for reimbursement only when the GNRC is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget. The Grantee may vary from a Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Contract amount detailed by the Budget. Any increase in the Budget, grand total amounts shall require an amendment of this Contract.

C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice within twelve (12) days and a grant disbursement reconciliation report within thirty (30) days of the Contract end date, in form and substance acceptable to the GNRC.

- a. If total disbursements by the Grantee pursuant to this Contract exceed the amounts permitted by the section C, payment terms and conditions of this Contract, the Grantee shall refund the difference to the GNRC. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The GNRC shall not be responsible for the payment of any invoice submitted to the GNRC after the invoice and disbursement reconciliation report deadlines as provided above. The GNRC will not deem any Grantee costs submitted for reimbursement after the deadlines of the invoice and GNRC disbursement reconciliation report to be allowable and reimbursable by the GNRC, and such invoices will NOT be paid.
 - c. The Grantees failure to provide a final invoice and disbursement reconciliation report to the GNRC as required by this Contract shall result in the Grantee being deemed ineligible for reimbursement under this Contract, and the Grantee shall be required to refund any and all payments by the GNRC pursuant to this Contract.
 - d. The Grantee must close out its accounting records at the end of the Term 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 GNRC a copy of the indirect cost rate approved by the cognizant federal agency, the cognizant state agency, or the GNRC, 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, the cognizant state agency, or the GNRC, 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 GNRC, and subject to the availability of funds the GNRC agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the GNRC shall not prejudice the GNRC's right to object to or question any reimbursement, invoice, or related matter. A payment by the GNRC shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the GNRC, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, to constitute unallowable costs.
- C.12. GNRC's Right to Set Off. The GNRC reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Contract or under any other agreement between the Grantee and the GNRC under which the Grantee has a right to receive payment from the GNRC.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the GNRC under this Contract until the GNRC has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the GNRC an "Authorization Agreement for Automatic Deposit Form provided by the GNRC. By doing so, the Grantee acknowledges and agrees that, once this form is received by the GNRC, all payments to

the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the GNRC a W-9 Form provided by the Council. The Grantee taxpayer identification number must be the same as the Federal Employer Identification Number referenced in this Grant Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The GNRC is not bound by this Grant Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and GNRC bylaws
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties to this Grant Contract in accordance with applicable Tennessee laws and regulations, and GNRC bylaws.
- D.3. Termination for Convenience. The GNRC may terminate this Contract without cause for any reason. A termination for convenience shall not be a breach of this Contract by the GNRC. The GNRC shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the GNRC 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 GNRC is liable shall be determined by the GNRC. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the GNRC's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Contract, or if the Grantee violates any terms of this Contract, the GNRC shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the GNRC's right to terminate this Contract for cause, the Grantee shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the GNRC. If such subcontracts are approved by the GNRC, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the GNRC, 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 Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Greater Nashville Regional Council:

Marilyn Wade, Interim Director of AAAD
Greater Nashville Regional Council
501 Union Street, 6th floor
Nashville, TN 37219
mwade@gnrc.org
Telephone # 615-862-8828
FAX # 615-862-8840

The Grantee:

Melissa Womack, Director
The Senior Center at Ashland City
104 Ruth Drive
Ashland City, TN 37015
mwomack@ashlandcitytn.gov
Telephone # 615-792-3629
FAX # 615-792-5351

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This 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 GNRC reserves the right to terminate this Contract upon written notice to the Grantee. The GNRC's right to terminate this Contract due to lack of funds is not a breach of this Contract by the GNRC. Upon receipt of the written notice, the Grantee shall cease all work associated with the Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The GNRC and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. The Grantee warrants to the GNRC that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the GNRC, including cooperation and coordination with state of Tennessee or GNRC privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The GNRC and the Grantee will sign documents as required by the Privacy Rules and that are reasonably necessary to keep the GNRC and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the GNRC under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the GNRC to receive such information without entering into a business associate agreement or signing another document. The Business Associate Agreement between the parties to this Grant Contract attached to this Grant Contract as Attachment 3, is deemed a part of this Grant Contract and is incorporated therein, and upon the parties signing this Grant Contract, the parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by the Grantee on behalf of the Tennessee Commission on Aging and Disability, or GNRC, the Grantee agrees to establish a system through

which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The GNRC shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee and/or GNRC." All notices by the Grantee in relation to this Contract shall be approved by the GNRC.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Commission on Aging and Disability, the GNRC, the Comptroller of the Treasury, or their duly appointed representatives.

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Commission on Aging and Disability,

the GNRC, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Tennessee Commission on Aging and Disability, GNRC, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the GNRC as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) 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 GNRC.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the GNRC before purchasing any equipment or motor vehicles under this Contract.
- D.21. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the GNRC beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.23. GNRC's Liability. The GNRC shall have no liability except as specifically provided in this Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this 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 Contract is not a Force Majeure Event under this Contract. Grantee will promptly notify the GNRC of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the GNRC 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 GNRC may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this 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 Contract or charge the GNRC any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

- D.30. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Prevailing Wage Rates. All contracts for highway construction projects that are for the purpose of building, rebuilding, locating, relocating or repairing any streets, highways or bridges require compliance with the prevailing wage laws provided in Tenn. Code Ann. §§ 12-4-401–415.
- D.35. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, these items shall govern in order of precedence below:
- a. Any amendment to this Grant Contract, with the latter in time controlling over any earlier amendments;
 - b. This Grant Contract with attachments.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Disclosure of Personal Identity Information. The Grantee shall report to the GNRC any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the GNRC, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the GNRC under this Contract or otherwise available at law.

In addition to the other requirements provided in this Contract, the Contractor shall not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third

parties without the express written consent of the GNRC. Additionally, the Contractor shall not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the GNRC shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the GNRC or acquired by the Grantee on behalf of the GNRC that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the GNRC or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Federal Funding Accountability and Transparency Act (FFATA)

This Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the GNRC as required.

The Grantee shall comply with the following:

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

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

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

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

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:


RICHARD JOHNSON, MAYOR

7-11-17
DATE

GREATER NASHVILLE REGIONAL COUNCIL:

KEN MOORE, PRESIDENT

DATE

ATTACHMENT 1

SCOPE OF SERVICES AND DELIVERABLES (SCOPE) FOR SENIOR CENTERS

A. Complete FY-2018 New Contract Goals.

	GOAL
Transportation:	Partnership established to offer transportation to seniors.
Evidence Based Programming:	Title III-D Disease Prevention and Health Promotion Services funds will be used only for evidence-based health promotion programs.

B. Complete FY-2018 Direct Service Goal Projected Numbers and Geographic Information.
Direct Service goals must represent reasonable numbers for your catchment area, eligible population, Center size and staffing, etc.

1. Senior Center Direct Service Goal numbers.

Fiscal Year 2018 Direct Services			
	Service	Units of Service	Unduplicated Persons
1.	Resource Information	40	40
2.	Health Education	1200	320
3.	Health Screening	1200	80
4.	Physical Fitness & Exercise	4200	275
5.	Recreation	20,000	750
6.	Education	3,500	350
7.	Telephone Reassurance	800	16

2. Projected Average Daily Attendance for FY 2018: 105

3. Total number of unduplicated persons projected to be served in FY 2018: 1100

4. Location of Services Days/Hours of Service Geographic Area
 104 Ruth Drive Mon. thru Thurs. 8:00-4:30 Cheatham and
 Ashland City, TN 37015 Friday 8:00am – 9:30pm surrounding counties

C. TARGETING

It is required that all service providers target the following listed 60+ populations. Indicate expected numbers of participants:

Low Income	175	Rural	500
Low Income Minority	60	Frail/With Disabilities	150

List below the specific activities that will be used to assure that this service is targeted to each of the above-listed populations. Indicate how participants will be informed that AOA-funded services cannot be denied to an eligible participant due to inability to pay.

Clients will be informed of eligibility with inability to pay through the Policies and Procedures Handbook and on yearly Basic Information Form.

Activity 1	No membership fee
Activity 2	Monthly Birthday Lunch and Themed Parties, Congregate Meals
Activity 3	Events sponsored by the City, Senior Counsel, and Vendors

D. COORDINATION

The GRANTEE will coordinate the services funded under Title III with other appropriate services in the community and assure that these services do not duplicate services provided by other sources. Coordination efforts are summarized below:

Agency	Service	Type & Extent of Coordination
Cheatham County Emergency Management, TEMA, and Red Cross	Disaster Services/Shelter	We provide the building and staff in case of an emergency
Meals on Wheels Ashland City	Food for low income, shut-ins, and congregate dining	MOW operates out of the senior center. We support all fundraising efforts for March for Meals campaign as well as daily services. The center gives an annual contribution to the program.
Mid Cumberland Transportation	Transportation for seniors and handicapped	The center contracts and coordinates rides for seniors and handicapped.

E. HOLIDAY CLOSING SCHEDULE

Specify schedule of approved holidays.

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Thanksgiving	Day after Thanksgiving
Christmas Day	Christmas Eve	
Veteran's Day		

The Grantee will provide services in Attachment 1 in accordance with the following descriptions:

SERVICE NAME: Resource Information

SERVICE DEFINITION: A service which provides individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals ; links individuals to the opportunities and services that are available; to the maximum extent

practicable, ensures that the individuals receive the needed services, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.

SERVICE UNIT: One contact

SPECIAL ELIGIBILITY OR TARGETING:

Older individuals who are eligible for but are not receiving public benefits and/or social services or are underserved and those who are isolated, hard-to-reach or otherwise in greatest social or economic need.

SERVICE NAME: Health Education

SERVICE DEFINITION: Individual and/or group sessions that assist participants to understand how their lifestyle impacts their physical and mental health and to develop practices that enhance their total well being. Includes programs relating to prevention and reduction of chronic disabling conditions, (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight control, and stress management.

SERVICE UNIT: One hour session for individual or each program hour for a group.

SERVICE NAME: Health Screening

SERVICE DEFINITION: Services which utilize diagnostic tools to test large groups of people for the presence of a particular disease or condition or for certain risk factors known to be associated with that disease or condition. Such as hypertension, glaucoma, high cholesterol, vision and hearing problems, diabetes.

SERVICE UNIT: Each participant screened.

SERVICE NAME: Physical Fitness & Exercise

SERVICE DEFINITION: Programs providing activities designed to improve strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health and/or other aspects of physical functioning. Includes group exercise, and music therapy, art therapy, and dance-movement therapy including programs for multigenerational participation.

SERVICE UNIT: One hour session.

SERVICE ACTIVITIES:

The goal of Physical Fitness Programs is to promote as active a lifestyle as individuals are capable of, thereby prolonging healthy years, and helping to minimize the deleterious effects of illness when it does occur. Program activities may include:

- 1) Activities that include individuals at all levels of fitness, including the frail, wheelchair, and bed bound, with a plan to progress to the level of activity to meet the individual's own rate.
- 2) Activities that include physical examinations of individuals to assess their strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health, and their general ability to carry out daily tasks with vigor and alertness, without undue fatigue, and with ample energy to enjoy leisure time pursuits and meet unforeseen emergencies. These assessments provide an

overall profile of the individual's fitness and may include specific recommendations regarding areas for improvement and activities for remediation.

- 3) Activities can include group exercise program and music, art, and dance movement therapy. Multigenerational programs are encouraged. See Older Americans Act, Section 102 (18) (23) and (36) for definitions of music, art, and dance-movement therapy.

SERVICE NAME: Recreation

SERVICE DEFINITION: Providing activities (structured or unstructured) which foster the health and/or social well being of individuals through social interaction and the satisfying use of leisure time.

SERVICE UNIT: Structured: one person session. Unstructured: One person per day regardless of the number of activities.

SERVICE NAME: Education

SERVICE DEFINITION: Activities designed to assist individuals to acquire knowledge, experience, or skills, provided to a group of older persons regarding issues related to their health, welfare, or wellbeing. Includes events to promote or increase awareness in such areas as nutrition, financial management/consumerism, crime or accident prevention, personal enrichment; skills in a craft or trade.

SERVICE UNIT: Each participant in one session of structured educational activities. (Education conducted at a center by Title III providers such as nutrition service will be reported by the service provider conducting the session and should not be included in the senior center report.)

SERVICE NAME: Telephone Reassurance

SERVICE DEFINITION: A telephone service to provide comfort or help to participants, staffed by volunteers.

SERVICE UNIT: One call

SERVICE ACTIVITIES: Prearranged calls to or from the home of participants to determine if they are safe and well, if they require special assistance, and to provide reassurance.

SPECIAL ELIGIBILITY OR TARGETING: Older persons living alone, who are otherwise isolated, and/or homebound.

Senior Center Scope of Services

The purpose of the senior center shall be to facilitate the social, emotional, and physical well-being of adults age 60 and over as a part of a comprehensive and coordinated system of community-based services and activities.

1. The senior center shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual*, Chapter 6 as well as any relevant federal and state laws, regulations, and rules.
2. Prior to receiving funding, the senior center shall obtain a certificate signed by the Tennessee Commission on Aging and Disability and the Area Agency on Aging and Disability.

3. The Senior Center shall be chartered by the State of Tennessee, if not governed by a local governmental entity. If the senior center is not governed by a local governmental entity, then the senior center shall maintain current registration with the Secretary of State and maintain (501(c)(3) not-for-profit status.
4. The senior center shall have a governing entity and a written set of bylaws that defines the governing entity and establishes its organizational structure responsible for ensuring contract compliance.
5. The senior center shall have a Policy and Procedure Manual that addresses personnel and fiscal policies that govern the operation and management of the senior center. The Policy and Procedure Manual shall include at a minimum:
 - a. Personnel Requirements
 - b. Organizational Chart
 - c. Conflict of Interest Policy
 - d. Code of Conduct Policy
 - e. Nepotism Policy
 - f. Confidentiality Policy
 - g. Drug-Free Workplace Policy
 - h. Harassment Policy
 - i. Background Check Policy
 - j. Staff Training Requirements
 - k. Title VI Civil Rights Policy of Non-discrimination regardless of race, sex, national origin, religion, or presence of disability
 - l. Fiscal Policies and Procedures
6. The senior center shall demonstrate standard practices for the health and safety of the senior center participants and staff. At a minimum, the practices shall include:
 - a. Written emergency preparedness plan
 - b. Record of all incidents
 - c. Designated emergency preparedness officer at the center and on all senior center sponsored trips or outings
 - d. Current first aid training certification for staff
 - e. Policy and procedure on how employees report safety hazards to management
 - f. A facility that is accessible and barrier-free for people with disabilities
8. The senior center shall post the following:
 - a. Participant Grievance Procedure
 - b. Emergency Procedures
 - c. Evacuation Routes
 - d. Proof of Quarterly Emergency Drills
 - e. Proof of Annual Fire/Building Inspection
 - f. Proof of Annual Fire Extinguisher Inspection
 - g. Title VI Civil Rights Notice
 - h. Equal Employment Opportunity Poster
 - i. TOSHA Safety and Health Poster
 - j. Tennessee Unemployment Insurance Poster
 - k. Fair Labor Standards Act Poster
 - l. Public Accountability Poster (800# TN Comptroller's Office)
 - m. Emergency telephone numbers
 - n. Steps to be taken in each type of emergency
 - o. Location of First Aid Kits, extinguishers and other supplies
 - p. Monthly Calendar of Events
7. The senior center shall record participant information using the questions on the Participant Registration Form located in the SAMS database.

7. The senior center shall submit program data and financial reports to the AAAD at least quarterly by the 8th day of the month following the quarter.
8. The senior center shall retain records for five years plus the current year.
9. The senior center shall submit an annual report to the AAAD by August 1 of each year.
10. The senior center shall provide, by marking an "x" in the box on the left hand column, the services in the following categories, reaching a minimum of participants/units listed:

X	Service	Unduplicated Number of Participants	Units of Service
X	Resource Information —Serving as a location in the community in which one can access information and programs, services, and resources available through the aging network	Refer to page 14.	Refer to page 14.
X	Health Education —Individual and/or group sessions that assist participants to understand how their lifestyle impacts their physical and mental health and to develop practices that enhance their total well-being. Includes programs relating to prevention and reduction of chronic disabling conditions, (including osteoporosis and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight control and stress management	Refer to page 14.	Refer to page 14.
X	Health Screening -- Services which utilize diagnostic tools to test large groups of people for the presence of a particular disease or condition or for certain risk factors known to be associated with that disease or condition. Such as hypertension, glaucoma, high cholesterol, vision and hearing problems, diabetes.	Refer to page 14.	Refer to page 14.
X	Physical Fitness and Exercise — Programs providing activities designed to improve strength, flexibility, endurance, muscle tone, reflexes, cardiovascular health and/or other aspects of physical functioning. Includes group exercise, and music therapy, art therapy, and dance-movement therapy including programs for multigenerational participation.	Refer to page 14.	Refer to page 14.
X	Recreation — Providing activities which foster the health and/or social well-being of individuals through social interaction and the satisfying use of leisure time.	Refer to page 14.	Refer to page 14.
X	Education — Activities designed to assist individuals to acquire knowledge, experience or skills; provided to a group of older persons regarding issues related to their health, welfare, or well-being. Includes sessions to increase awareness in such areas as nutrition, financial management/consumerism, crime or accident prevention, promoting personal enrichment, increasing or gaining skills of a craft or trade.	Refer to page 14.	Refer to page 14.

X	Telephone Reassurance — A telephone service to provide comfort or help to participants, usually staffed by volunteers.	Refer to page 14.	Refer to page 14.
X	Transportation —Provision of transportation for a person who requires help in going from one location to another using a vehicle. Does not include any other activity.	Refer to page 14	Refer to page 14

Disease Prevention and Health Promotion (Title III-D) Scope of Services

1. In using Title III-D funding, Town of Ashland City shall arrange for the provision of disease prevention and health promotion evidence-based programs approved by any operating division of the federal Health and Human Services. Preferable programs are found at: https://www.ncoa.org/wp-content/uploads/Title-IIID-Highest-Tier-Evidence-FINAL_10.23.15.pdf
2. Prior to the implementation of any programs, Town of Ashland City shall submit to the AAAD for approval the evidence-based program(s) selected.
3. During the contracting year, Town of Ashland City shall maintain documentation for each evidence-based program provided that includes: the name of the evidence based program implemented; the number of sessions required to reach completion with fidelity; the unduplicated number of participants completing the required number of sessions, the number of unduplicated participants who did not complete the required number of sessions; identification of reasons for non-completion; verification that all trainers are certified to lead the sessions according to the requirements of the program, and the funds budgeted for the program. The form and process for tracking this information must be approved by the AAAD.
4. Utilizing the information secured through Section 3 above, Town of Ashland City shall document the participants served in the SAMS database or submit the documentation to the AAAD for entering the data into SAMS.

**ATTACHMENT 2
GRANT CONTRACT**

BETWEEN

GREATER NASHVILLE REGIONAL COUNCIL

AND

TOWN OF ASHLAND CITY

CONTRACT BUDGET

JULY 1, 2017 THROUGH JUNE 30, 2018

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total Grant
	Older Americans Act Funds				
10% of Expenditures	Title III-B: Support Services	93.044	\$14,950		\$14,950
10% of Expenditures	Title III-B: Transportation	93.044	\$2,000		\$2,000
10% of Expenditures	Title III-B: Accreditation	93.044			
10% of Expenditures	Title III-C1: Congregate Meals	93.045			
10% of Expenditures	Title III-C2: Home Delivered Meals	93.045			
10% of Expenditures	Title III-D: Evidence Based	93.043	\$1,500		\$1,500
10% of Expenditures	Title III-E: FCSP – Caregiver	93.052			
10% of Expenditures	Title VII: Ombudsman	93.042			
	Federal NSIP Funds				
	NSIP Nutrition	93.053			
	State Funding				
50% of Expenditures	Multipurpose Senior Centers	N/A		\$12,550	\$12,550
10% of Expenditures	Home Delivered Meals	N/A			
10% of Expenditures	Homemaker	N/A			
	HCBS/Options for Community Living				
		Total	\$18,450	\$12,550	\$31,000

BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: July 1, 2017				
END: June 30, 2018				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	\$18,970	\$103,760	\$122,730
4, 15	Professional Fee, Grant & Award ²	\$1,391	\$7,609	\$9,000
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$7,312	\$39,993	\$47,305
11, 12	Travel, Conferences & Meetings	\$1,454	\$7,950	\$9,404
13	Interest ²	\$-	\$-	\$-
14	Insurance	\$413	\$2,262	\$2,675
16	Specific Assistance To Individuals	\$-	\$-	\$-
17	Depreciation ²	\$-	\$-	\$-
18	Other Non-Personnel ²	\$1,461	\$7,989	\$9,450
20	Capital Purchase ²	\$-	\$-	\$-
22	Indirect Cost	\$-	\$-	\$-
24	In-Kind Expense	\$-	\$-	\$-
25	GRAND TOTAL	\$31,000	\$169,564	\$200,564

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

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

ATTACHMENT 2 CONT.

BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Services, Lindy Murff	\$8,000
Dumpster Service	\$1,000
TOTAL	\$9,000

ATTACHMENT 3

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

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract between the Greater Nashville Regional Council (GNRC) and Town of Ashland City (Grantee) in accordance with Section D.11 of the Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **Town of Ashland City** (hereinafter referred to as "Business Associate").

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

1. Definitions:

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

(a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean Town of Ashland City, whose principal address is 104 Ruth Drive, Ashland City, TN 37015.

(c) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 501 Union Street, 6th Floor, Nashville, Tennessee 37219-1705.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

(f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. Obligations of Business Associate

Business Associate Agrees to:

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

rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.

- (h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- (j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.
- (l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.
- (m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.
- (n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

- (e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

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

5. Obligations of GNRC.

GNRC Agrees to:

- (a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.

- (c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.
- (d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. Obligations of Business Associate Upon Termination.

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

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number

or address as set forth in Section D.8. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

- (e) **Effective Date of Notices.** All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.
- (f) **Strict Compliance.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- (g) **Severability.** With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- (h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.