



DELEGATED GRANT AUTHORITY

Agency Tracking # 33501-232534	Edison ID 76279	Begin Date January 9, 2023	End Date June 9, 2024
Edison ID of prior, similar DGA (if any)		Last possible Start Date of authorized grant contracts June 8, 2023	

Service Caption

To establish a grant program for awarding funds to Tennessee rescue squads pursuant to funding provided in the FY2023 budget.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
2023	\$2,000,000.00				\$2,000,000.00
TOTAL :	\$2,000,000.00				\$2,000,000.00

Each grant contract will establish the following type of relationship:

SUBRECIPIENT RECIPIENT

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

J. Paul Hartbarger

CPO USE – DGA


Speed Chart (optional)

Account Code
(optional)

DELEGATED GRANT AUTHORITY

This Delegated Grant Authority application (“DGA”), if approved in accordance with Central Procurement Office rules, policies, and procedures, shall authorize the applicant state agency (“Grantor State Agency”) to execute grant contracts for a particular program or programs without individual, independent approval, PROVIDED THAT all grant contracts are within the limits, guidelines, and conditions of this DGA. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).

Grantor State Agency:	Department of Commerce and Insurance	
Service Caption:	To establish the Rescue Squads Grant Program for awarding funds to Tennessee rescue squads pursuant to funding provided in the FY2023 budget.	
A. What will be the maximum number of individual grant contracts?		100
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA's end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DGA templates is obtained.		12 months
C.	<p>What is the justification to extend the DGA in excess of twelve (12) months? Please only complete if the Delegation is exclusively federally funded and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification.</p> <p><input type="checkbox"/> Please check this box if there are no restrictions in the federal notice of award on the use of funds beyond the first year of the grant.</p> <p>Brief justification and an explanation of any restrictions HERE:</p>	<p>This Grant program is a new appropriation. Allowing the DGA to extend for longer than twelve (12) months provides the Department of Commerce and Insurance adequate time to distribute the grant award with a new population of potential recipients.</p>
D. What will be the maximum amount of an individual grant contract?	This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.	\$ 666,666.00
E. What is the maximum liability of the Delegated Grant Authority?	This amount may not exceed ten million dollars (\$10,000,000) unless an approved RER is obtained.	\$ 2,000,000.00
F. GRANTOR STATE AGENCY DECLARATION:		
<p>1) Each of the following is true and applicable:</p> <p style="padding-left: 20px;">a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and</p>		

Grantor State Agency:	Department of Commerce and Insurance
Service Caption:	To establish the Rescue Squads Grant Program for awarding funds to Tennessee rescue squads pursuant to funding provided in the FY2023 budget.
<p>b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical.</p> <p>2) The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create.</p> <p>3) The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1.</p> <p>4) The Grantor State Agency will draft each grant contract with the exact “scope of services” detailed in Attachment 2, and in compliance with the form and content required by the appropriate grant contract templates and models in effect at the time that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy.</p> <p>5) The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority:</p> <p>a) Has sufficient funds budgeted and available;</p> <p>b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;</p> <p>c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17;</p> <p>d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and</p> <p>e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.</p> <p>6) The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority.</p> <p>7) The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials.</p> <p>8) The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).</p> <p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.</p>	
 <small>Carter Lawrence (Sep 12, 2022 15:58 CDT)</small> <hr/> Carter Lawrence, Commissioner	<p>Sep 12, 2022</p> <hr/> Date

ATTACHMENT 1

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process described below. The Grantor State Agency shall retain records to show the clearly competitive or impartial basis of each grant contract executed, including documentation that each grant contract under this Delegated Grant Authority was executed in accordance with the grantee selection and grant contract amount determination procedures below.

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as “the State,” will open a solicitation for Tennessee rescue squads. A Rescue Squads Grant Program Application will be provided to all Tennessee rescue squads, as part of the solicitation, via electronic mail and posted on the State Fire Marshal’s Office website at <https://www.tn.gov/commerce/fire-prevention.html>.

Any rescue squad wishing to apply will be advised to submit an application to the State. The State will evaluate all applications received in accordance with the criteria specified in the solicitation documentation.

The evaluation process is designed to award grants to rescue squads who meet the mandatory requirements, and who demonstrate the greatest need for grant funds. Each application will be evaluated and scored by three (3) State employees who were not involved in the grant criteria creation, rubric testing, or any other aspect of the grant stipulations. Applications will then be ranked by their total combined score and will be presented to the selection committee.

The employees will review the recommended applications and decide how funds will be dispersed by majority vote. If there are any remaining funds available, then these funds will be assigned to the remaining eligible applicants with the highest combined score. This process will continue until all available funds have been assigned.

The template application and application instructions are attached below for reference as Attachments 2-4.

ATTACHMENT 2



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE**

SOLICITATION #33501-232534

For the Rescue Squads Grant Program

1. INTRODUCTION

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as “the State,” has issued this Solicitation with the intent of awarding grant contracts to grantee recipients of the Rescue Squads Grant Program.

1.1 Statement of Purpose

A grant program has been established for the purpose of awarding funds to grantee recipients of the Rescue Squads Grant Program following an appropriation in the budget for FY2023.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The *Pro Forma* Contract attached to this Solicitation (Attachment 5) represents the contract document that the contractor selected by the State must sign. It specifically details the State’s required:

- (A) Scope of Services and Deliverables (Section A);
- (B) Contract Period (Section B);
- (C) Payment Terms (Section C);
- (D) Standard Terms and Conditions (Section D); and
- (E) Special Terms and Conditions (Section E).

3. PROCUREMENT SCHEDULE

The following schedule represents the State’s best estimates for this procurement, however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or to cancel or reissue a similar application.

EVENT	TIME (CST)	DATE
▪ Application Issued		January 9, 2023
▪ Disability Accommodation Request Deadline	2:00 p.m.	January 13, 2023
▪ Informational Event		January 16, 2023
▪ Written “Questions & Comments” Deadline	2:00 p.m.	January 20, 2023
▪ State Response to Written “Questions & Comments”		January 27, 2023
▪ Application Response Deadline	2:00 p.m.	February 10, 2023
▪ State Completion of Technical Response Evaluations		March 17, 2023
▪ State Notice of Intent to Award Released <u>and</u> Solicitation Files Opened for Public Inspection	2:00 p.m.	March 24, 2023
▪ End of Open File Period		March 31, 2023

▪ State sends Grant Contract to Rescue Squads for signature		April 7, 2023
▪ Rescue Squads Signature Deadline	2:00 p.m.	May 12, 2023

4. GENERAL INFORMATION & REQUIREMENTS (and its subsections)

4.1. **Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion (subject to Tennessee Code Annotated, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.2. **Communications.** Reference Solicitation # 33501-232534, in all communications relating to this application, and direct any such communications to the following person designated as the Solicitation Coordinator.

Kimiko Wernecke, Associate General Counsel
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Davy Crockett Tower
 Nashville, Tennessee 37243
 Email: ci.procurement@tn.gov
 Phone: (615) 253-3697

Unauthorized contact about this solicitation with other employees or officials of the State of Tennessee may result in disqualification from consideration as a grantee.

Notwithstanding the foregoing, potential Grantees may also contact the following as appropriate:

(F) staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this solicitation; and

(G) the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Maliaka Bass, Deputy General Counsel, General Civil Division
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Davy Crockett Tower
 Nashville, Tennessee 37243
 Email: maliaka.bass@tn.gov
 Telephone: (615) 741-9594
 Fax: (615) 741-4000

4.3. **Conflict of Interest.** The State shall not consider an offer from, and this solicitation shall not result in a Grant Contract with:

(H) an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this solicitation;

(I) a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee

does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent (2%) of the total outstanding amount of the stocks or bonds of the issuing entity);

- (J) a company, corporation, or any other contracting entity which employs an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- (K) any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this solicitation or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage).

For these purposes, the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

- 4.4. **Disclosure of Proposal Contents.** All materials submitted to the State in response to this solicitation become the property of the state of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to section 3, above), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting an application response, a potential Grantee acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.
- 4.5. Before the Grant Contract resulting from this solicitation is signed, the apparent successful Grantee must be registered with the Department of Revenue for the collection of Tennessee sales and use tax or exempt from such registration. The State shall not approve a contract unless the Grantee provides proof of such registration or proof of exemption. The apparent successful Grantee must further maintain an active Edison Supplier ID and have completed any and all training as required by the Department. The foregoing are a mandatory requirements of an award of a contract pursuant to this Solicitation.

5. APPLICATION RESPONSE REQUIREMENTS

- 5.1. When the State opens the Rescue Squads Grant Program, the grant application will be provided to all Tennessee rescue squads via electronic mail and posted on the State Fire Marshal's Office website at <https://www.tn.gov/commerce/fire-prevention.html>. Any rescue squad wishing to apply will be advised to submit an application to the State. The State will evaluate all applications received in accordance with the criteria specified in the solicitation documentation.
- 5.2. Rescue Squads Grant Program Application (Attachment 4) details specific mandatory requirements for an applicant in response to this grant application.
- 5.3. **Application Response Prohibitions.** An applicant must respond only as required by this grant application document.

The State may determine an applicant to be non-responsive and ineligible for grant award if it fails to address all items, organize, and properly reference the Rescue Squads Grant Program Application.
- 5.4. **Application Response Delivery.** No later than the Application Response Deadline (refer to Solicitation #33501-232534, Section 3, Schedule of Events above), a potential Grantee must deliver to the State ALL documentation required for the Rescue Squads Grant Program Application in response to this Solicitation. It must be delivered to:

Michelle Price
Department of Commerce and Insurance

500 James Robertson Parkway
 Davy Crockett Tower, 9th Floor
 Nashville, Tennessee 37243
 615-532-5844
 Sfmo.grants@tn.gov

- 5.5. **Applicant Prohibitions.** An application in response to this solicitation MUST NOT:
- (L) include the Applicant's own contract terms and conditions;
 - (M) restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this Solicitation; or
 - (N) include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Applicant knew or should have known was materially incorrect.

6. EVALUATION & GRANT AWARD

- 6.1. The evaluation process is designed to award grants to Tennessee rescue squads who meet the mandatory requirements, and who demonstrate the greatest need for grant funds. An evaluation team will evaluate all responses received in accordance with the criteria specified in this DGA.

6.2. Evaluation Process & Maximum Points

All applications received before the deadline will be reviewed to confirm that the applicants meet the basic mandatory requirements (Solicitation #33501-232534, Technical Evaluation & Response Guide, Attachment 3, Section A) for the grant program.

The Technical Evaluation & Response Guide, Attachment 3, Section A, includes mandatory requirement items. Mandatory requirement items are those required by the State for the disbursement of funds.

If the Solicitation Coordinator determines that an application fails to meet one or more of the mandatory requirements, the evaluation team will review the response and document the team's determination of whether:

- a. the response adequately meets the application requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or
- c. the State will determine the response to be non-responsive to the application and reject it.

All eligible applications will then be evaluated using the established scoring criteria (Solicitation #33501-232534, Technical Evaluation & Response Guide, Attachment 3, Section B). The Technical Evaluation & Response Guide, Attachment 3, Section B, includes additional items. Additional Items are those which will demonstrate an applicant's need for award funding. Such items are not mandatory for consideration.

Each eligible application will be evaluated and scored by three (3) state employees who were not involved in the grant criteria creation, rubric testing, or any other aspect of the grant stipulations. Points will be awarded for each additional item that is included within an application. The maximum point total is eighty (80) points. Applications will be ranked by their total combined score and will be presented to the selection committee.

6.3. Grant Award Process

The selection committee will be comprised of three (3) State employees who will review the recommended applications and decide how funds will be dispersed by majority vote. If there are remaining funds available, then funding will be assigned to the remaining eligible applicants with the highest combined score. This process will continue until all available funds have been assigned.

The State will issue a Notice of Intent to Award identifying the apparent Grantees.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent Grantee or any other Respondent. State obligations pursuant to a grant award shall commence only after the Grant Contract is signed by the State agency head and the Grantee and after the Grant Contract is approved by all other state officials as required by applicable laws and regulations.

The Grantees identified as Grant Awardees must sign a contract drawn by the State pursuant to this grant application. The Grant Contract shall be substantially the same as Attachment 5, *Pro Forma* Contract. The Grantee must sign the contract by the Grantee Signature Deadline detailed in the Solicitation #33501-232534, Section 3, Schedule of Events above.

- 6.4. **Next Ranked Applicant.** If the Grantee fails to provide the signed Grant Contract and the supporting documentation as provided above by the Grantee Signature Deadline, the State may determine that the Respondent is non-responsive to this grant application and reject the application response.

Next Ranked Applicant. The State reserves the right to award the Grant Contract to the alternate Grantee should a Grantee fail to submit the required supporting documentation by the Grantee Signature Deadline detailed in Solicitation #33501-232534, Section 3, Schedule of Events above.

7. GRANT PAYMENT

- 7.1. The State shall not be liable for payment of any type associated with the Grant Contract resulting from this application process (or any amendment thereof) or responsible for any goods or services purchased by the Grantee, even goods or services purchased in good faith even if the Grantee is orally directed to proceed with the purchase of goods or services, if it occurs before the Grant Contract Effective Date or after the Grant Contract Term.
- 7.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Grant Contract resulting from this grant application process (refer to Solicitation #33501-232534, Attachment 5, *Pro Forma* Contract, Section C).

ATTACHMENT 3

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. Applicant must address all items detailed below and provide the information and documentation as required.

Section A –Mandatory Requirement Items	Pass/Fail
Active Charter as registered with the Secretary of State	
Recognized by a local government in Tennessee to provide rescue services	
Obtain an Edison Supplier ID or provide a complete W-9 form	
Complete application to be received by the Department of Commerce & Insurance by date and time specified	

SECTION B: ADDITIONAL ITEMS. Additional consideration will be given to applicants that satisfy the items detailed below.

Section B –Additional Items	Point Value
<i>County Economic Status pursuant to Ability to Pay designated by the University of Tennessee as of July 2021*:</i>	
Ability to Pay 1-29	15
Ability to Pay 30-59	12
Ability to Pay 60-89	5
Ability to Pay 90-100	2
Applicant meets all minimum applicable training requirements for their incident response types	10
Complete Rescue Squad Active Roster Submitted	5
Personal Protective Equipment (PPE) Requested	15
Current PPE ten (10) or more years old	15
<i>Number of Category 1 Type Missions/Incidents reported to TARS or TFIRS in the past three (3) Years:</i>	
100-150	1
151-200	2
201-250	6
251-300	8
Greater than 300	10
Works Mutual Aid with all First Responder Agencies within the County	5
Provides Rescue Services 100% within Tennessee	5
Total	/80

*Found at Tennessee Ability to Pay Index and Indicators of Economic Health | Community Economic Development

RESCUE SQUADS GRANT PROGRAM APPLICATIONApplication Instructions:

The Applicant must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references).

In addition to the items below, the State will review each offer for compliance with all solicitation requirements, including but not limited to:

- (A) The Grant Application must be delivered to the State no later than the specified deadline;
- (B) The Grant Application must be submitted as required; and
- (C) The Grant Application response must NOT contain any qualification, limitation, or other restrictions.

See the Rescue Squads Grant Program Application below.



Rescue Squads Grant Program Application



Application – Checklist

The Rescue Squads Grant Program establishes a fund for Tennessee rescue squads to utilize for necessary equipment. The funds can be used for local purchases of rescue services equipment. For additional information regarding the program, please refer to the rules at <https://www.tn.gov/commerce/fire/departments/grant-opportunities.html>.

If you have any questions related to this application, please contact sfmo.grants@tn.gov.

All applications must be complete and received by the SFMO by 2:00 pm (Central) February 10, 2023.

Completing this checklist will help you prepare your Rescue Squads Grant Program application. Prior to turning in your application, ensure that you've completed or meet the following:

Verify Eligibility	
<input type="checkbox"/>	Verify active Charter registration with the Secretary of State's Office
<input type="checkbox"/>	Confirm on the Application that the rescue squad is recognized by local government in Tennessee to provide rescue services
<input type="checkbox"/>	Verify that rescue squad has obtained Edison Supplier ID or provided completed W-9 form
Application	
<input type="checkbox"/>	Complete form "Application – Grant Information" (pages 2-3 of this document)
<input type="checkbox"/>	Complete form "Application – Roster (Optional)" (page 4 of this document)

Application – Grant Information (Equipment Inventory and Request Details)

All items requested must meet the most current applicable standard. Applicants may attach additional sheets with more information for items that require description.

Item Description	Number of Items in Current Inventory	Number of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Number of New Items to be Added to Inventory with Funding	Total Number of Items Requested (replacement + new)	Item Price (per unit)	Total Cost
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
TOTAL AMOUNT REQUESTED:							\$

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Chief Signature: _____ Date: _____

ATTACHMENT 5**EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT**

Insert the exact scope of services (“Scope”) that will be used in executed grant contracts. If the Grantor State Agency wishes to use more than one Scope, insert all Scopes and clearly identify each Scope and when it will be used.

The Scope describes the services and deliverables that the Grantee must provide. It must specify all associated functional and technical requirements. The Grantor State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The Grantor State Agency head or designee signifies by signing this DGA that all information in this DGA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.

See the GR and GG Pro Forma contracts attached below.

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
STATE FIRE MARSHAL'S OFFICE
AND
RESCUE SQUAD NAME**

This Grant Contract, by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Rescue Squad," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES."

The Rescue Squad is a Non-Profit Corporation
Rescue Squad Place of Incorporation or Organization: Tennessee
Rescue Squad Edison Vendor ID # Number

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Rescue Squad shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Rescue Squads Grant Program establishes a fund for Rescue Squads and creates a State grant program awarding funds to Rescue Squads for equipment to better protect the communities they serve. In accordance with the grant guidelines adopted by the State, the Rescue Squad responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment E), which was reviewed by the selection committee.
- A.3. The State shall award a grant in the amount specified in Section C.1. to the Rescue Squad in accordance with the awarded line items included in the Rescue Squads Grant Program Application (Attachment E) and specified in the Grant Budget Line-Item Detail (Attachment B).
- A.4. The Rescue Squad shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Rescue Squad's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
 - b. the State grant proposal solicitation as may be amended; and
 - c. the Rescue Squads Grant Program application (Attachment E) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on DATE ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Rescue Squad prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference, shall constitute the maximum amount due the Rescue Squad 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 Rescue Squad.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Rescue Squad shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Rescue Squad shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Rescue Squad for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed in Attachment B.
- C.7. Disbursement Reconciliation and Close Out. The Rescue Squad shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Rescue Squad shall refund the difference to the State. The Rescue Squad shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Rescue Squad 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 Rescue Squad's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Rescue Squad being deemed ineligible for reimbursement under this Grant Contract, and the Rescue Squad shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Rescue Squad 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 Rescue Squad request reimbursement for indirect costs, the Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Rescue Squad shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Rescue Squad under this Grant Contract or any other contract between the Rescue Squad and the State of Tennessee under which the Rescue Squad has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Rescue Squad shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Rescue Squad shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Rescue Squad acknowledges and agrees that, once this form is received by the State, all payments to the Rescue Squad under this or any other grant contract will be made by automated clearing house ("ACH").

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Rescue Squad at least thirty (30) days written notice before the effective termination date. The Rescue Squad shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall

the State be liable to the Rescue Squad for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Rescue Squad shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Rescue Squad fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Rescue Squad violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Rescue Squad shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Rescue Squad shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Rescue Squad shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Rescue Squad warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Rescue Squad in connection with any work contemplated or performed relative to this Grant Contract.

The Rescue Squad acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Rescue Squad is, or within the past six months has been, an employee of the State of Tennessee or if the Rescue Squad 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 Rescue Squad 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 Rescue Squad shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Rescue Squad shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Kimiko Wernecke, Associate General Counsel
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Davy Crockett Tower
 Nashville, Tennessee 37243
 Email: ci.procurement@tn.gov
 Phone: (615) 253-3697

The Rescue Squad:

Rescue Squad Contact Name & Title
 Rescue Squad Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Rescue Squad. 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 Rescue Squad shall cease all work associated with the Grant Contract. Should such an event occur, the Rescue Squad shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Rescue Squad shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Rescue Squad agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Rescue Squad 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 Rescue Squad shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Rescue Squad shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Rescue Squad will indemnify the State and hold it harmless for any violation by the Rescue Squad 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 Rescue Squad 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 Rescue Squad on behalf of the State, the Rescue Squad agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Rescue Squad shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Rescue Squad, provide Rescue Squad 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 Rescue Squad in relation to this Grant Contract shall include the statement, “This project is funded under a Grant Contract with the State of Tennessee.” All notices by the Rescue Squad in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Rescue Squad and its employees and all sub-Rescue Squads 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 Rescue Squad and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Rescue Squad and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

The Rescue Squad 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 Rescue Squad shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Rescue Squad's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Rescue Squad shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Rescue Squad 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 Rescue Squad shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Rescue Squad shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Rescue Squad'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 Rescue Squad 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 Rescue Squad shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. The Rescue Squad shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Rescue Squad's fiscal year, the Rescue Squad: (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 Rescue Squad shall complete Attachment C to notify the State whether or not Rescue Squad is subject to an audit. The Rescue Squad should submit only one, completed document during the Rescue Squad's fiscal year. Any Rescue Squad that is subject to an audit and so indicates on Attachment C shall complete Attachment D. If the Rescue Squad is subject to an audit, Rescue Squad shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Rescue Squad may contact the Comptroller for assistance identifying auditors.

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

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

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Rescue Squad shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State contact listed in D.8.

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

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

The Rescue Squad, 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 Rescue Squad's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Rescue Squad or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Rescue Squad's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Rescue Squad 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 Rescue Squad's performance longer than forty-eight (48) hours, the State may, upon notice to Rescue Squad: (a) cease payment of the fees until Rescue Squad 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. Rescue Squad will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Rescue Squad shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Rescue Squad shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

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

The Rescue Squad shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its

principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Rescue Squad by the State or acquired by the Grant Rescue Squad on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Rescue Squad to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Rescue Squad due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Rescue Squad shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

RESCUE SQUAD LEGAL ENTITY NAME:

RESCUE SQUAD SIGNATURE **DATE**

PRINTED NAME AND TITLE OF RESCUE SQUAD SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

ATTACHMENT A

GRANT 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: DATE	END: DATE		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	RESCUE SQUAD PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Rescue Squad should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Rescue Squad's fiscal year.**

- Rescue Squad Legal Entity Name is subject to an audit for fiscal year #.
- Rescue Squad Legal Entity Name is not subject to an audit for fiscal year #.

Rescue Squad's Edison Vendor ID Number:

Rescue Squad's fiscal year end:

Any Rescue Squad that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Rescue Squad's fiscal year
Federal pass-through funds d. Funds passed through the State of Tennessee e. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT D

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Rescue Squad should submit only one, completed "Parent Child Information" document to the State during the Rescue Squad's fiscal year if the Rescue Squad indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Rescue Squad's Edison Vendor ID number:

Is Rescue Squad Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Rescue Squad Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT E

[INSERT RESCUE SQUAD APPLICATION]

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
STATE FIRE MARSHAL'S OFFICE
AND
RESCUE SQUAD NAME**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Legal Entity Name, hereinafter referred to as the "Rescue Squad," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Rescue Squad Edison Vendor ID # Number

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Rescue Squad shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Rescue Squads Grant Program establishes a fund for rescue squads in Tennessee which awards funds to rescue squads for equipment to better protect first responders and the communities they serve. In accordance with the grant guidelines adopted by the State, the Rescue Squad responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment D), which was reviewed by the selection committee.
- A.3. The Grantor State Agency shall award a grant in the amount specified in Section C.1. to the Rescue Squad toward the line items specified in the Rescue Squads Grant Program Application (Attachment D) and specified in the Grant Budget Line-Item Detail (Attachment B).
- A.4. The Rescue Squad shall notify the Grantor State Agency in writing when the grant funds have been utilized and include a detailed list of expenditures which shall consist of invoices and receipts when applicable.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Rescue Squad's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
 - b. the State grant proposal solicitation as may be amended; and
 - c. the Rescue Squad's Grant Program Application (Attachment D) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on DATE ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Rescue Squad for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed two million dollars (\$2,000,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Reference is the maximum amount due the Rescue Squad 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 Rescue Squad.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Rescue Squad shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Rescue Squad shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Rescue Squad for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed in Attachment B..
- C.7. Disbursement Reconciliation and Close Out. The Rescue Squad shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Rescue Squad shall refund the difference to the State. The Rescue Squad shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Rescue Squad 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 Rescue Squad's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Rescue Squad being deemed ineligible for reimbursement under this Grant Contract, and the Rescue Squad shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Rescue Squad 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 Rescue Squad request reimbursement for indirect costs, the Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Rescue Squad shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Rescue Squad under this Grant Contract or under any other agreement between the Rescue Squad and the State of Tennessee under which the Rescue Squad has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Rescue Squad shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Rescue Squad shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Rescue Squad acknowledges and agrees that, once this form is received by the State, all payments to the Rescue Squad under this or any other grant contract will be made by automated clearing house ("ACH").

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (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.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Rescue Squad at least thirty (30) days written notice before the effective termination date. The Rescue Squad shall be entitled to compensation for authorized

expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Rescue Squad for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Rescue Squad shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Rescue Squad fails to properly perform its obligations under this Grant Contract, or if the Rescue Squad violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Rescue Squad shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Rescue Squad.
- D.5. Subcontracting. The Rescue Squad shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Rescue Squad shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Rescue Squad warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Rescue Squad in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Rescue Squad 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 Rescue Squad shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Rescue Squad shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kimiko Wernecke, Associate Counsel
 Department of Commerce and Insurance
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, TN 37243
 Email: ci.procurement@tn.gov
 Telephone # 615.253.3697

The Rescue Squad:

Rescue Squad Contact Name & Title
 Rescue Squad Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Rescue Squad. 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 Rescue Squad shall cease all work associated with the Grant Contract. Should such an event occur, the Rescue Squad shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Rescue Squad shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Rescue Squad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Rescue Squad 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 Rescue Squad 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 State and the Rescue Squad 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 Grant Contract.

- a. The Rescue Squad warrants to the State 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Rescue Squad 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 Rescue Squad on behalf of the State, the Rescue Squad agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Rescue Squad shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Rescue Squad, provide Rescue Squad 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 Rescue Squad in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Rescue Squad in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Rescue Squad, 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 Rescue Squad and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Rescue Squad 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 Rescue Squad's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with 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 Rescue Squad shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Rescue Squad 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 Rescue Squad shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Rescue Squad's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Rescue Squad shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Rescue Squad 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 Rescue Squad shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Rescue Squad shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Rescue Squad'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 Rescue Squad 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 Rescue Squad shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Rescue Squad shall be audited in accordance with applicable Tennessee law. If the Rescue Squad is subject to an audit under this provision, then the Rescue Squad shall complete Attachment C.
- 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 Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Rescue Squad shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined

that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Rescue Squad is a subrecipient, the Rescue Squad shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Rescue Squad or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Rescue Squad’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Rescue Squad 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 Rescue Squad’s performance longer than forty-eight (48)

hours, the State may, upon notice to Rescue Squad: (a) cease payment of the fees until Rescue Squad 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. Rescue Squad will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Rescue Squad shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Rescue Squad shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Rescue Squad 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 Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Rescue Squad 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 Rescue Squad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Rescue Squad certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Rescue Squad certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Rescue Squad by the State or acquired by the Rescue Squad on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Rescue Squad to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Rescue Squad due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Rescue Squad shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

RESCUE SQUAD LEGAL ENTITY NAME:

RESCUE SQUAD SIGNATURE

DATE

PRINTED NAME AND TITLE OF RESCUE SQUAD SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT 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: DATE		END: DATE		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	RESCUE SQUAD PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT C**Parent Child Information**

The Rescue Squad should complete this form and submit it with the Grant Contract. The Rescue Squad should submit only one, completed "Parent Child Information" document to the State during the Rescue Squad's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Rescue Squad's Edison Vendor ID number:

Is Rescue Squad Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Rescue Squad Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT D

[INSERT RESCUE SQUAD APPLICATION]