GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking #	Edison ID
September 15, 2016	September 14, 2019	31865-00463	51694

Grantee Legal Entity Name	Edison Vendor ID
Affordable Housing Resources, Inc.	0000033585

Subrecipient or Contractor	CFDA #
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end

Service Caption (one line only)

Provision of Affordable Housing for Specified Medicaid Enrollees

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	$300,000.00				$300,000.00
TOTAL:	$300,000.00				$300,000.00

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☐ NOT Minority/Disadvantaged

☒ Other: Non-Profit Corporation

Grantee Selection Process Summary

☒ Competitive Selection — RFGP

☐ Non-competitive Selection

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.

CPO USE - GR

Speed Chart (optional)	Account Code (optional)
TN00000464	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION,
BUREAU OF TENNCARE
AND
AFFORDABLE HOUSING RESOURCES, INC.

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the 'State" or "TennCare," and Affordable Housing Resources, Inc., hereinafter referred to as the "Grantee," is for the Money Follows the Person (MFP) Non-Profit Affordable Housing Development Grant Initiative concerning the provision of affordable housing for specified Medicaid enrollees as further defined in the "SCOPE OF SERVICES."

The Grantee a Non-Profit Corporation,
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 33585

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract. Terms and definitions applicable to this Grant Contract are located in Attachment A.

A.2. The Grantee shall implement policies and practices to ensure and monitor compliance with all applicable Federal and State laws, rules, regulations, and guidance, and all applicable TennCare Administrative Rules, policies, procedures, workflow processes and protocols in a manner consistent with such approved documents.

Property Development or Purchase and Rehabilitation

A.3. The Grantee shall use all funding under this Grant Contract exclusively for the development or purchase and rehabilitation of Properties to rent to MFP Housing Participants as described in this Grant Contract. The Grantee may use additional funding sources such as Project-Based section 8 vouchers or Housing Choice Vouchers to layer funding. However, the Grantee shall not require that such additional funding is a stipulation of tenancy for MFP Housing Participants.

A.4. For any Property requiring acquisition and rehabilitation, the Grantee shall pay no more than the appraised value of the Property.

Property Physical Requirements

A.5. A Property must meet all applicable local and city codes, rehabilitation standards, and zoning ordinances by the time of project completion and prior to occupancy in the Property by an MFP Housing Participant.

A.6. A Property that the Grantee proposes to build in a rural area under this Grant Contract must conform to the International Code Council's A117.1-2009 type "A" dwelling units standards, as amended, in addition to the requirements in Section A.5 of this Grant Contract. The determination of whether the proposed site of a Property is rural shall be made by TennCare based on the address information provided by the Grantee pursuant to Section A.12 of this Grant Contract.

A.7. The Grantee shall successfully complete the Tennessee Housing Development Agency (THDA) Flexible Home Concepts certification for all Properties under this Grant Contract. The Grantee shall provide TennCare with a copy of the Certificate and Seal from THDA, which demonstrates

successful completion of this certification, in a manner specified by TennCare within five (5) business days of the Grantee's receipt of the Certificate and Seal.

A.8. A Property must meet the following specifications prior to MFP Housing Participant occupancy:

a. Thirty-six (36) inch doorways for all new construction, if applicable;
b. One (1) no-step entrance;
c. Designated space to be used by provider staff with lockable cabinet for storing protected information;
d. One (1) outlet per bedroom and one (1) outlet for the refrigerator, and all such outlets must be able to connect to a generator;
e. Grab bars in all bathrooms in the shower/bath tub and next to the toilet;
f. Designated parking for large van;
g. Wheelchair accessibility from designated parking into home;
h. Kitchen area to include at minimum:
    i. Sink;
    ii. Range; and
    iii. Countertops at thirty-four (34) inch Above Finish Floor (AFF); and
i. Blocking in bathroom ceilings to allow for lift system if needed.

A.9. All Properties shall comport with Home and Community-Based Services Settings Rule requirements of 42 C.F.R. § 441.301(c)(4)-(5).

A.10 Any Property that is an apartment or small grouping of tiny homes must not have more than twenty-five percent (25%) occupancy by MFP Housing Participants.

A.11. All Properties shall be in Shelby, Davidson, Knox, Hamilton, Sullivan, and/or Washington county(ies) in Tennessee.

A.12. The Grantee shall provide the address of any Property under this Grant Contract for TennCare review and prior approval before initiating construction or acquisition and rehabilitation of a Property. If the Property is new construction and no address is available prior to construction, the Grantee shall submit information on the closest existing address to the proposed Property.

A.13. The Grantee shall allow TennCare or its designee access to any Property during construction or rehabilitation, as applicable, after completion, and during occupancy by an MFP Housing Participant after reasonable notice provided by TennCare or its designee.

A.14. The Grantee shall complete all construction or rehabilitation, as applicable, no later than December 31, 2017. Failure to complete construction by this date may result in the recapturing of funds by TennCare as specified in Section A.26 of this Grant Contract.

A.15. The Grantee is required to have home insurance on all Properties under this Grant Contract, and such insurance shall include any required insurance that is specific to the property (e.g., flood insurance if the Property is located in a flood plain).

A.16. All Properties shall conform to the specifications in Attachment B.

MFP Housing Participants

A.17. The Grantee shall give priority access to the following populations of MFP Housing Participants in the order prescribed below:

a. CHOICES participants transitioning from Group 1 to Group 2 or 3;

b. ECF CHOICES participants transitioning from an ICF/IID or other institution to Group 4, 5, or 6;
c. Participants in an HCBS Waiver for individuals with intellectual disabilities transitioning from an ICF/IID or other institution to the community;
d. Participants of CHOICES, ECF CHOICES, or ID Waivers without housing and at risk of institutionalization; and
e. CHOICES and ECF CHOICES participants currently in Group 2, 3, 4, 5, or 6 in need of new housing.

A.18. The owner(s) of all Properties under this Grant Contract, whether the owner(s) is/are the Grantee or another entity/entities, shall charge no more than thirty percent (30%) of an MFP Housing Participant's gross income for rent. This thirty percent (30%) cap shall apply for all MFP Housing Participants living in Properties for a period of at least fifteen (15) years. The start date for this fifteen (15) year period for each Property shall be the date of initial occupancy of the first MFP Housing Participant in that Property. This stipulation must be included as a condition of sale for any Property sold during this fifteen (15) year period which shall be designated in the Grant note, Deed of Trust, and Restrictive Covenants for the Property.

A.19. Each Property under this Grant Contract shall have one hundred percent (100%) occupancy by MFP Housing Participants, unless the Property is of a type specified in Section A.10 of this Grant Contract. The Grantee shall notify TennCare within five (5) calendar days of notice or discovery of a Vacancy relating to an MFP Housing Participant.

Monitoring and Oversight

A.20. The Grantee may maintain membership with Neighborworks America. The Grantee shall notify TennCare within five (5) business days of any corrective action taken against the Grantee by Neighborworks America, including termination of membership from Neighborworks America that occurs during the Grantee's membership with Neighborworks America.

A.21. The Grantee shall provide the following documentation to TennCare for approval prior to the initiation of any construction or rehabilitation of Properties under this Grant Contract:

a. Documentation that the Property can be completed with available funding based on itemized cost estimates of the plan and specifications, including confirmation of sources of layered funding for the Property, if applicable. If the Grantee will use layered funding, the Grantee must provide TennCare with proof of layered funding as specified by TennCare.

b. Documentation that the Grantee has obtained any required building permits for the Property from the appropriate local officials; and

c. A copy of the deed for the Property and a copy of the Metes and Bounds survey, if the Grantee intends to develop properties on the same or adjacent parcel(s) as the Properties under this Grant Contract and such properties are not funded under this Grant Contract. The deed shall include:

1. A restriction concerning the fifteen (15) year MFP Housing Participant residency requirement as detailed in Section A.18 of this Grant Contract; and

2. A restriction that the Property is classified as a low to moderate income property.

A.22. The Grantee shall submit four (4) Progress Reports during and after the construction or rehabilitation, as applicable, of any Property under this Grant Contract, which shall be submitted in a manner specified by TennCare within five (5) business days after the completion of the following milestones:

a. The completion of framing, for which the Grantee shall submit documentation that the Property has passed inspection by appropriate entities;

b. The completion of rough in, for which the Grantee shall submit documentation that the Property has passed inspection by the appropriate entities, including inspection of HVAC, plumbing, electrical, installation of insulation, and gas, if applicable;

c. The completion of exterior and interior painting for the Property, roofing, and the installation of doors and windows, for which the Grantee shall submit photographic evidence that such steps have been completed; and

d. The completion of the installation of hardware, landscaping, and all final inspections of the Property, for which the Grantee shall submit the following documentation:

1. A copy of the recorded Notice of Completion filed in the county in which the property is located and a Certification that no liens have been placed against the property during that period; and

2. A copy of the final codes letter or the occupancy certificate stating that the Property is ready for tenants.

A.23. The Grantee shall submit an Annual Report on an ongoing basis beginning the calendar year after the first MFP Housing Participant begins occupancy in a Property (i.e., if the first MFP Housing Participant begins occupancy in 2017, the Grantee shall submit the first report in 2018). The Grantee shall submit this report in a manner specified by TennCare within twenty (20) calendar days after the end of each fiscal year (i.e., by July 20th of each year) for every year under this Grant Contract beginning with the first year after initial occupancy as specified above. This Annual Report shall include the following for each Property under this Grant Contract:

a. Names of all tenants residing in the Property during the fiscal year, including move-in and move-out dates, if applicable, family size, and unit number or address;

b. A listing of all tenants household incomes and rents charged to such tenants to demonstrate that the income and rents comply with occupancy standards as specified in Section A.18 of this Grant Contract;

c. Documentation that payment of any taxes on the Property are current;

d. Copy of end of the year bank statement related to the Property, if applicable;

e. Documentation that required commercial landlord insurance payments on the Property are current;

f. Documentation that demonstrates that the Grantee maintains documentation of tenant leases for the Property;

g. A listing of any findings against the Grantee of discrimination under the Fair Housing Act 42 U.S.C. §§ 3601-3619;

h. A copy of the most recent annual audit submitted to Neighborworks America prior to the reporting period in this Section, if the Grantee is a member of Neighborworks America during the reporting period; and

i. Any issues the Grantee is aware of that may adversely affect ongoing operations of the Property.

A.24. The Grantee shall notify TennCare in a manner specified by TennCare within one (1) business day of the Grantee's determination to sell the Property during the term of this Grant Contract. The Grantee's notification to TennCare shall include the name and contact information for the new owner of the Property.

A.25 The Grantee shall notify TennCare in a manner specified by TennCare within five (5) business days of becoming aware of issues that may adversely affect ongoing operations of the Property. Such issues include, but are not limited to, the Grantee filing for bankruptcy, criminal or civil actions filed against the Grantee, or any other adverse action against the Grantee on any of its properties, including the Property subject to this Grant Contract, that has the potential to affect ongoing operations of the Property.

Recapture

A.26. TennCare shall have the right to recapture all funds provided to the Grantee under this Grant Contract that are not used or are not used in a manner consistent with this Grant Contract regarding construction of the Property, including the right to recapture funds in the event the development of the Grantee's Property is contingent upon funding outside of this Grant Contract and such funding is not secured.

TennCare Responsibilities

A.27. TennCare shall be responsible for the following under this Grant Contract:

a. Determining criteria for MFP Housing Participants who will occupy the Properties;

b. Notifying the Grantee within five (5) business days of a TennCare determination that an MFP Housing Participant will lose eligibility and therefore no longer qualify to reside in a Property under this Grant Contract. TennCare shall collaborate with the Grantee in such instances to determine either that the individual can regain their eligibility as an MFP Housing Participant and maintain residence in the Property or that the individual will need to be transitioned from the Property to alternative housing in accordance with requirements of the Fair Housing Act 42 U.S.C. §§ 3601-3619;

c. Collaborating with TennCare Managed Care Organizations, the Grantee, and owner(s) of the Property (if different than the Grantee), to identify MFP Housing Participants to fill a Vacancy in a Property upon notification of a Vacancy pursuant to Section A.19 of this Grant Contract; and

d. Providing funding as specified in Section C of this Grant Contract.

B. TERM OF GRANT CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on September 15, 2016 ("Effective Date") and ending on September 14, 2019 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

PAYMENT TERMS AND CONDITIONS:

I. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars ($300,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

310 Great Circle Road
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

C.7. Disbursement Reconciliation and Close Out. The Grantee 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 Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

reported in accordance with the provisions of 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 Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other

damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

3. 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:

Deputy Commissioner
Department of Finance and Administration
Division of Health Care Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
Telephone # 615-507-6443
FAX # 615-253-5607

The Grantee:

E.D. Latimer, CEO
Affordable Housing Resources, Inc.
50 Vantage Way, Suite 107
Nashille, TN 37208
elatimer@ahrhousing.org
Telephone # 615-251-0025 Ext. 0

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as 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 Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment D to notify the State whether or not Grantee is

subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment D shall complete Attachment E. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award..

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar

cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

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.

32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.

a. The Grantee shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater;

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; and

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

b. The Grantee shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Grantee shall obtain from Grantee's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.

c. To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate written with an umbrella policy for one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate). If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

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

safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

E.5. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.6. Patient Protection and Affordable Care Act. The Grantee agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Grantee shall indemnify the State and hold it harmless for any costs to the State arising from Grantee's failure to fulfill its PPACA responsibilities for itself or its employees.

E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

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

E.8. Applicable Laws, Rules, Policies and Court Orders. The Grantee agrees to comply with all applicable federal and State laws, rules, regulations, sub-regulatory guidance, executive orders, HCFA waivers, and all current, modified or future Court decrees, orders or judgments applicable to the State's TennCare and CHIP programs. Such compliance shall be performed at no additional cost to the State.

E.9. Business Associate. Grantee hereby acknowledges its designation as a business associate under HIPAA and agrees to comply with all applicable HIPAA regulations. In accordance with the HIPAA regulations, the Grantee shall, at a minimum:

a. Comply with requirements of the HIPAA, including, but not limited to, the transactions and code sets, privacy, security, and identifier regulations. Compliance includes meeting all required transaction formats and code sets with the specified data sharing agreements required under the regulations;

b. Transmit/receive from/to its providers, subcontractors, clearinghouses and HCFA all transactions and code sets required by HIPAA in the appropriate standard formats, utilizing appropriate and adequate safeguards, as specified under the law and as directed by HCFA so long as HCFA direction does not conflict with the law;

c. Agree that if it is not in compliance with all applicable standards defined within the transactions and code sets, privacy, security and all subsequent HIPAA standards, that it will be in breach of this Contract and will then take all reasonable steps to cure the breach or end the violation as applicable. Since inability to meet the transactions and code sets requirements, as well as the privacy and security requirements can bring basic business practices between HCFA and the Grantee and between the Grantee and its providers and/or subcontractors to a halt, if for any reason the Grantee cannot meet the requirements of this Section, HCFA may terminate this Contract.

d. Ensure that Protected Health Information (PHI) exchanged between the Grantee and HCFA is used only for the purposes of treatment, payment, or health care operations and health oversight and its related functions. All PHI not transmitted for these purposes or for purposes allowed under the federal HIPAA regulations shall be de-identified to secure and protect the individual enrollee's PHI;

e. Report to HCFA's Privacy Office immediately upon becoming aware of any use or disclosure of PHI in violation of this Contract by the Grantee, its officers, directors, employees, subcontractors or agents or by a third party to which the Grantee disclosed PHI;

f. Specify in its agreements with any agent or subcontractor that will have access to PHI that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Grantee pursuant to this Section;

g. Make its internal policies and procedures, records and other documentation related to the use and disclosure of PHI available upon request to the U.S. Secretary of Health and Human Services for the purposes of determining compliance with the HIPAA regulations;

h. Create and adopt policies and procedures to periodically audit adherence to all HIPAA regulations;

i. Agree to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained, or transmitted by or on behalf of HCFA agrees to use reasonable and appropriate safeguards to protect the PHI.

j. If feasible, return or destroy all PHI, in whatever form or medium (including any electronic medium) and all copies of any data or compilations derived from and allowing identification of any individual who is a subject of that PHI upon termination, cancellation, expiration or other conclusion of the Agreement, and in accordance with this Section of this Contract. The Grantee shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement. The Grantee shall identify any PHI that cannot feasibly be returned or destroyed. Within such thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement, the Grantee shall: (1) certify an oath in writing that such return or destruction has been completed; (2) identify any PHI which cannot feasibly be returned or destroyed; and (3) certify that it will only use or disclose such PHI for those purposes that make its return or destruction infeasible;

k. Implement all appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Contract and, including, but not limited to, privacy, security and confidentiality requirements in 45 CFR Parts 160 and 164;

l. Set up appropriate mechanisms to limit use or disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure;

m. Create and implement policies and procedures to address present and future HIPAA regulatory requirements as needed, including, but not limited to: use and disclosure of data; de-identification of data; minimum necessary access; accounting of disclosures; enrollee's right to amend, access, request restrictions; notice of privacy practices and right to file a complaint;

n. Provide an appropriate level of training to its staff and employees regarding HIPAA related policies, procedures, enrollee rights and penalties prior to the HIPAA implementation deadlines and at appropriate intervals thereafter;

o. Track training of Grantee staff and employees and maintain signed acknowledgements by staff and employees of the Grantee's HIPAA policies;

p. Be allowed to use and receive information from HCFA where necessary for the management and administration of this Contract and to carry out business operations where permitted under the regulations;

q. Be permitted to use and disclose PHI for the Grantee's own legal responsibilities;

r. Adopt the appropriate procedures and access safeguards to restrict and regulate access to and use by Grantee employees and other persons performing work for the Grantee to have only minimum necessary access to PHI and personally identifiable data within their organization;

s. Continue to protect and secure PHI and personally identifiable information relating to enrollees who are deceased; and

t. Track all security incidents as defined by HIPAA and periodically report such incidents to HCFA in summary fashion.

E.10. Information Holders. HCFA and the Grantee are "information holders" as defined in TCA 47-18-2107. In the event of a breach of the security of Grantee's information system, as defined by TCA 47-18-2107, the Grantee shall indemnify and hold HCFA harmless for expenses and/or damages related to the breach. Such obligations shall include, but not be limited to, mailing notifications to affected enrollees. Substitute notice to written notice, as defined by TCA 47-18-2107(e)(2) and (3), shall only be permitted with HCFA's express written approval. The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any security incident that would constitute a "breach of the security of the system" as defined in TCA 47-18-2107.

E.1. Notification of Breach and Notification of Suspected Breach. - The Grantee shall notify HCFA's Privacy Office immediately upon becoming aware of any incident, either confirmed or suspected, that represents or may represent unauthorized access, use or disclosure of encrypted or unencrypted computerized data that materially compromises the security, confidentiality, or integrity of enrollee PHI maintained or held by the Grantee, including any unauthorized acquisition of enrollee PHI by an employee or otherwise authorized user of the Grantee 's system. This includes, but is not limited to, loss or suspected loss of remote computing or telework devices such as laptops, PDAs, Blackberrys or other Smartphones, USB drives, thumb drives, flash drives, CDs, and/or disks.

E.12. Offer of Gratuities. By signing this contract, the Grantee signifies that no member of or a delegate of Congress, nor any elected or appointed official or employee of the State of Tennessee, the federal General Accounting Office, federal Department of Health and Human Services, the Center for Medicare and Medicaid Services, or any other state or federal agency has or will benefit financially or materially from this Contract. This Contract may be terminated by HCFA as provided in Section D.4, if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from the Contractor, its agent, or employees.

IN WITNESS WHEREOF,

AFFORDABLE HOUSING RESOURCES, INC.

9/1/16

GRANTEE SIGNATURE **DATE**

E.D. LATIMER, CEO

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTHCARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE

LARRY B. MARTIN, COMMISSIONER

DATE

ATTACHMENT A

TERMS AND DEFINITIONS

MFP Housing Participant – An individual who receives non-residential home and community-based services or residential benefits such as Community Living Supports in the CHOICES or Employment and Community First (ECF) CHOICES programs, or receives residential benefits offered under one of the State's 1915(c) HCBS waivers for individuals with intellectual and developmental disabilities and resides in a Property under this Grant Contract.

Neighborhood Reinvestment Corporation (Neighborworks America) – A congressionally chartered non-profit that seeks to promote reinvestment in urban, suburban, and rural communities by local financial institutions working cooperatively with residents and local government. It funds more than two-hundred and forty (240) organizations, monitors their progress, and provides grants and consulting services.

Property – A single family home, duplex, and/or small grouping of tiny homes or apartments developed or purchased and rehabilitated by the Grantee using funds from the MFP Non-Profit Affordable Housing Development Grant Initiative, which shall be rented by MFP Housing Participants as specified under this Grant Contract.

Provider Agency – An agency contracted with a TennCare Managed Care Organization and/or the Department of Intellectual and Developmental Disabilities that provides long-term services and supports to MFP Housing Participants.

Vacancy – A period of thirty (30) calendar days or more in which an MFP Housing Participant is not physically present in a Property, not including a short-term nursing facility stay or hospital stay, and is no longer paying, or has expressed an intent not to pay, rent for his or her unit.

SPECIFICATIONS

In addition to the requirements for the physical specifications of Properties pursuant to the Scope of Services in this Grant Contract, the Grantee's Properties must also conform to the following specifications:

- **Square footage**

  Every Property shall be no smaller than five-hundred (500) sq. ft.

- **Number of bedrooms**

  Every Property shall have only one (1) bedroom

- **Number of bathrooms**

  Every Property shall have only one (1) bathroom

ATTACHMENT C

GRANT BUDGET				
MFP Affordable Housing Development Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: September 15 2016 END: September 14, 2019				
POLICY 03 Object Line-Item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	$300,000.00	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**	**$300,000.00**	**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: http://www.state.tn.us/finance/act/documents/policy3.pdf).

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

ATTACHMENT C

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
House 1	
Deliverable #1 – Completion of framing	$18,750.00
Deliverable #2 – Completion of rough-In, including HVAC, plumbing, electrical, insulation, and gas (if applicable)	$18,750.00
Deliverable #3 - Completion of interior and exterior painting, roofing, and installation of doors and windows	$18,750.00
Deliverable #4 - Completion of installation of hardware, landscaping, and all final inspections	$18,750.00
SUB-TOTAL	**$75,000.00**
House 2	
Deliverable #1 – Completion of framing	$18,750.00
Deliverable #2 – Completion of rough-In, including HVAC, plumbing, electrical, insulation, and gas (if applicable)	$18,750.00
Deliverable #3 - Completion of interior and exterior painting, roofing, and installation of doors and windows	$18,750.00
Deliverable #4 - Completion of installation of hardware, landscaping, and all final inspections	$18,750.00
SUB-TOTAL	**$75,000.00**
House 3	**AMOUNT**
Deliverable #1 – Completion of framing	$18,750.00
Deliverable #2 – Completion of rough-In, including HVAC, plumbing, electrical, insulation, and gas (if applicable)	$18,750.00
Deliverable #3 - Completion of interior and exterior painting, roofing, and installation of doors and windows	$18,750.00
Deliverable #4 - Completion of installation of hardware, landscaping, and all final inspections	$18,750.00
SUB-TOTAL	**$75,000.00**

ATTACHMENT D

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 Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ Affordable Housing Resources, Inc. is subject to an audit for fiscal year 2017.

X Affordable Housing Resources, Inc. is not subject to an audit for fiscal year 2017.

Grantee's Edison Vendor ID Number: 33585

Grantee's fiscal year end:

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

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	N/A
Non-federal funds received directly from the State of Tennessee	$300,000.00

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT E

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee 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.

Grantee's Edison Vendor ID number: 33585

Is Affordable Housing Resources, Inc. a parent? Yes **No X**

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

Is Affordable Housing Resources, Inc. a child? ☐Yes **No X**

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: _____