

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Contact/Prepared By: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

Title (Caption): \_\_\_\_\_

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<p><b>FINANCE</b>      Amount +/-: \$ _____</p> <p><b>Funding Source:</b>      Capital Improvement Budget                                           Capital Outlay Notes                                           Departmental/Agency Budget                                           Funds to Metro                                           General Obligation Bonds                                           Grant                                           Increased Revenue Sources</p> <p>Approved by OMB: _____          Approved by Finance/Accounts: _____          Approved by Div Grants Coordination: _____</p>	<p><b>Match: \$</b> _____</p> <p>Judgments and Losses          Local Government Investment Project          Revenue Bonds          Self-Insured Liability          Solid Waste Reserve          Unappropriated Fund Balance          4% Fund          Other: _____</p> <p>Date to Finance Director's Office: _____</p> <p><b>APPROVED BY</b>  <b>FINANCE DIRECTOR'S OFFICE:</b> _____</p>
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<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

An ordinance approving a contract by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office, and the United Way of Middle Tennessee to provide one-on-one financial counseling and other financial education activities at no charge to low income residents in accordance with the Financial Empowerment Center program model.

WHEREAS, it is to the mutual benefit of the United Way of Middle Tennessee and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office, to provide one-on-one financial counseling and other financial education activities at no charge to low income residents in accordance with the Financial Empowerment Center program model; and,

WHEREAS, the United Way of Middle Tennessee and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office, have entered into a contract, attached hereto and incorporated herein, to provide one-on-one financial counseling and other financial education activities at no charge to low income residents in accordance with the Financial Empowerment Center program model; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That the contract between The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor’s Office, and the United Way of Middle Tennessee to provide one-on-one financial counseling and other financial education activities at no charge to low-income residents in accordance with the Financial Empowerment Center program model, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2: That this ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

\_\_\_\_\_  
Kevin Crumbo  
Director of Finance

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Member(s) of Council

\_\_\_\_\_  
Assistant Metropolitan Attorney

CONTRACT for FINANCIAL EMPOWERMENT COUNSELING OPERATIONS

This Contract (this “**Contract**”) is made and is effective as of the 1st day of July 2020, by and between the Metropolitan Government of Nashville and Davidson County (“**Metro**”), acting by and through the Office of the Mayor, and United Way of Middle Tennessee, a 501(c)(3) organization (the “**Contractor**”).

**WHEREAS**, Metro supports and promotes a mission to help educate, empower and protect Nashville residents with low incomes so they can stabilize their finances and begin to build assets;

**WHEREAS**, the Contractor is a not-for-profit corporation with a mission of uniting the community and mobilizing resources so that every child, individual and family thrives;

**WHEREAS**, Metro and the Contractor have successfully implemented and operated the Nashville Financial Empowerment Center program for 7 years, as funded and specified in a 2012 philanthropic grant made to Metro and the Contractor by the Cities for Financial Empowerment Fund;

**WHEREAS**, Nashville was one of five cities that have received funding through Bloomberg Philanthropies' investment in the Cities for Financial Empowerment (CFE) Fund;

**WHEREAS**, it is in the best interest of the city and its citizens for both entities to continue to provide this unique and vital service that has documented successful outcomes annually;

**WHEREAS**, the Contractor will provide one-on-one financial counseling, free of charge, in accordance with the Financial Empowerment Center program model approved by the Office of the Mayor, which furthers the goal of empowering Nashvillians in the areas of money management, financial planning, debt and credit, and affordable banking products and services;

**WHEREAS**, the Contractor will operate the Financial Empowerment Center model and offer access to residents at multiple locations citywide to provide the most effective delivery of financial counseling services to low income residents;

**WHEREAS**, the Contractor will provide one-on-one financial counseling, as well as other financial education activities to professionalize the field in accordance with the Financial Empowerment Center program model approved by the Office of the Mayor, which furthers the goal of financially empowering Nashvillians; and

**WHEREAS**, Metro wishes to enter into this Contract with the Contractor to provide such services.

**NOW, THEREFORE**, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

## SECTION I TERM

The term of this Agreement will commence as of July 1, 2020 and shall continue through June 30, 2021 (the “**Term**”), unless terminated sooner as provided in Section II, hereof.

## SECTION II GENERAL PROVISIONS

### 2.1. Payment and Conditions

Metro agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Work (as hereinafter defined) and conveyance of the deliverables described hereunder an amount not to exceed **\$250,000.00** annually (the “**Term Fee**”), as set forth below in subsection 2.1(d), for all services rendered under this Contract in accordance with the terms hereof. The fee set forth in this section includes labor, overhead, and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor).

- (a) Maximum Liability. In no event shall Metro provide funds to the Contractor in excess of \$250,000 (the maximum amount being referred to herein as the “**Contract Amount**”). The Contract Amount shall constitute the maximum amount to be provided to the Contractor by Metro for all of the Contractor’s obligations hereunder.
- (b) Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended in writing.
- (c) Payment Methodology. The Contractor shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.
- (d) Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Contractor shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are being used as required by this Contract. Such invoices shall be submitted monthly and indicate the amount charged to each line item for the period invoice and the total amount charged under the Contract to date. Invoices shall be submitted using the same form – Attachment A and shall be paid by Metro within 30 days from the date of such invoice. If Metro fails to pay amounts owed when due, the Contractor may declare Metro in breach of this Contract. All invoices shall be sent to the address set forth in Section 5.1. Supporting documentation shall be sent to the address set forth in Section 5.1.
- (e) Expenditure Report. The Contractor shall submit an annual contract expenditure report, which details the services funded under this Contract, as requested at the end of

the fiscal year. The report shall be in a form and substance reasonably acceptable to Metro and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Contractor.

- (f) Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object in good faith to the invoice or any matter in relation thereto. Such payments by Metro shall neither be construed as acceptance of any part of the services provided nor as an approval of the cost included therein.
- (g) Unallowable Cost. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by Metro which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs, as described in Section 2.1(c).
- (h) Deductions. Metro may deduct any setoff or recoupment claims that it may have against Contractor from amounts due or to become due to Contractor, whether under this Contract or otherwise.
- (i) Travel Compensation. Payment to the Contractor for travel, meals or lodging shall be subject to the amounts and limitations as specified in Metro's travel regulations and shall not exceed any funds available to be paid unless specified pursuant to the approved budget.
- (j) Electronic Payment. The Contractor shall have 30 days to complete and sign Metro's form authorizing electronic payment to the Contractor. Thereafter, all payment to the Contractor under this Contract or any other agreement between the parties shall be made electronically.

## **2.2. Standard Terms And Conditions**

- (a) Required Approvals. Metro is not bound by this Contract until it is approved by the appropriate Metro representatives as indicated on the signature page hereof and filed in the office of the Metropolitan Clerk.
- (b) Modification and Amendments. This Contract may only be modified by a written amendment that has been approved in accordance with all Metro procedures and signed by all parties and their signatories hereto.
- (c) Termination for Cause. If either party fails to properly perform its obligations hereunder or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue of any breach of the Contract by the breaching party. Upon such termination and if the Contractor is the breaching party, the Contractor shall return to Metro any and all amounts paid by

Metro hereunder for services or programs not yet earned or performed as of such termination date, and the Contractor shall also return to Metro any and all funds expended for purposes contrary to the terms of the Contract.

- (d) Lack of Funding. Should funding for this Contract be discontinued, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.
- (e) Without Cause Termination. Either party may terminate this Contract at any time upon 30 days advance written notice to the other party. Should Metro terminate this Contract, the Contractor shall immediately cease work related to Metro Funding and deliver to Metro, within 30 days, all completed or partially completed satisfactory work, and Metro shall determine and pay to Contractor the amount due for such work.
- (f) Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Metro which approval shall not be unreasonably withheld. Notwithstanding the use of subcontractors approved in accordance with this paragraph, the Contractor is responsible of all services performed pursuant to this Contract. Metro hereby gives consent to Contractor to subcontract certain services as described in Attachment B.
- (g) Conflict of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or preformed relative to this Contract.
- (h) Nondiscrimination. The Contractor agrees, warrants, and assures that no person shall be excluded from participation, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable law.
- (i) Records. The Contractor shall maintain documentation for all charges to Metro under this Contract. The books, records and documents of the Contractor, insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period of 3 full years from the date of final payment. The books, records and documents of the Contractor, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- (j) Monitoring. The Contractor's services and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by Metro. The Contractor shall make all audits, accounting, or financial records, notes and other documents pertinent to this Contract available to Metro representatives, upon request, during normal working hours. Any request to review records must be submitted 7 days before the review is to occur. Metro will extend presentation requirements of aforementioned records upon written request of the Contractor on all records originating from Subcontractors.
- (k) Waiver. Failure by either party to insist, in any case, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or a relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except in signed writing by the parties.
- (l) Insurance. During the term of this Contract, Contractor, at its sole expense, shall obtain and maintain in full force and effect, for the duration of the Contract and any extension hereof, at least the following types and amounts of insurance:
  - i. *Commercial General and Umbrella Liability Insurance*. Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Contract.

Such CGL insurance shall:

- 1) Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract); and
- 2) Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

- ii. *Automobile Liability Insurance.* Contractor shall maintain automobile liability insurance covering vehicles owned, hired, and non-owned, with a limit of not less than \$1,000,000 each accident for bodily injury and property damage. Such insurance shall include coverage for loading and unloading hazards and contain, or be endorsed to contain, a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.
  
- iii. *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide workers' compensation for all of such subcontractor's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
  
- iv. *Other Insurance Requirements.* In addition, contractor shall:
  - 1) Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, Metropolitan Courthouse, Suite 108, Nashville, TN 37201 except 10 days in the event of non-payment of premium. Metro shall not be obligated, however, to review such insurance certificates, policies and/or endorsements, or to advise Contractor of any deficiencies in such documents, and receipt of such documents shall not relieve Contractor from or be deemed a waiver of Metro's right to insist on strict fulfillment of Contractor's obligations herein.
  - 2) Provide certified copies of endorsements and policies if requested by Metro.
  - 3) Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
  - 4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of this Contract.



- 5) Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-, modification of this standard may be considered upon appeal to the Metro Risk Manager.
  - 6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.
  - 7) Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.
  - 8) If the Contractor has or obtains primary and umbrella policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies.
  - 9) The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.
- (m) Taxes. Metro shall not be responsible for any taxes that are imposed on the Contractor. Furthermore, the Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided by Metro.
- (n) Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Contractor and Metro or to create a relationship of principal and agent between or among the Contractor and Metro. The Contractor shall not hold itself out in a manner contrary to the terms of this subsection. Metro shall not become liable for any representation, act or omission of any party contrary to the terms of this paragraph.
- (o) Force Majeure. No party shall have any liability to the other hereunder by the reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning an act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

- (p) Federal, State and Local Compliance. Both parties agree to comply with all applicable federal, state and local laws and regulations in the performance of the Contract.
- (q) Governing Law. The validity, construction and effect of this Contract and all extensions and /or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- (r) Venue. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
- (s) Effective Date. This Contract shall be binding upon the parties when it has been signed by the Contractor and by the representatives of Metro and filed with the office of the Metropolitan Clerk. Once signed, this Contract shall be effective as of the date stated above.
- (t) Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., the Contractor certifies that to the best of its knowledge and belief, neither the Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

### **SECTION III SCOPE OF SERVICES**

#### **3.1. Definitions**

- (a) “**Counseling**” means the provision of information that increases the recipient’s knowledge in areas of money management, financial planning, eligibility for public benefits, debt and credit, and affordable banking products and services, including, but not limited to, the following:
  - i. Budget counseling with realistic spending plans and obtainable goals;
  - ii. Credit education, including the review of credit reports, debt management strategies and tips to handle collection/harassment problems (consistent with the FEC model and information regarding consumer rights);
  - iii. Evaluating and educating clients on appropriate bank and credit union products and services, particularly Bank On Music City approved safe banking products,

and counseling on how to advocate with financial institutions for the best and most appropriate products and services;

- iv. Support and guidance in appropriate and viable savings and asset-building strategies;
  - v. Providing strategic referrals to clients with other needs to appropriate social service agencies.
- (b) “**Individual in-person counseling session**” means a face to face meeting between a financial counselor and a client that lasts a minimum of 30 minutes and achieves at least one financial milestone as defined by Metro: See Quarterly Data Report template for Metro-defined milestones.
- (c) “**Phone counseling**” means telephone contact between a financial counselor and a client. Phone counseling that meets the definition of an individual in-person counseling session other than the requirement of a face to face meeting qualifies as an individual counseling session. Counselors must conduct phone counseling from a private area that allows for counselor-client information and conversations to be held confidentially.
- (d) To “**retain a client**” means to provide more than one individual counseling session to an individual.
- (e) “**Outreach activities**” means workshops, seminars, or informational sessions that impart general information to individuals or groups and serve to promote the services of the Financial Empowerment Centers.
- (f) “**Center**” means at least one but not more than five full-time counselors, or equivalent staff hours, serving a specific client population or significant geographical area.
- (g) “**Satellite site**” is a Center location that provides services at least one day per week in order to expand the Center’s footprint. Satellite sites may include other neighborhoods located within some proximity to the hub location but often serving distinct populations and/or communities. In some limited cases, satellite sites may be targeted to specific communities or programs and therefore closed to the general public.
- (h) “**City Manager**” refers to the Metro employee responsible for overseeing the Financial Empowerment Center program and contract.
- (i) “**Guidelines**” refers to the “**Financial Empowerment Center Manual**” originally created by the City of New York’s Financial Empowerment Centers, later adopted by the Cities for Financial Empowerment Fund. This document was successfully utilized by both parties during the term of the CFE Grant period.

### 3.2.Scope of Services

The Contractor shall retain staff, secure counseling sites and provide day-to-day management (the “**Work**”) in accordance with the following terms and conditions:

(a) Staffing and Training. The Contractor will:

- i. Identify a Program Manager or Supervisor who will be contact person between the Contractor and Metro for all program management and service delivery issues.
- ii. Contractor shall notify Metro of key staff openings related to Contractor's performance of this Contract; provided, Contractor may not hire managers whose duties primarily relate to the performance of this Contract by Contractor without the consent of Metro, which consent shall not unreasonably be withheld, delayed or conditioned.
- iii. Retain Financial Empowerment Center counselors as described in Section IV, Operating Plan. Contractor agrees to provide all necessary supervision of Financial Empowerment Center staff including program support and oversight. Contractor shall ensure that there is consistent delivery of counseling services, including during staffing transitions.
- iv. Ensure that Financial Counselors have at least a Bachelor’s degree and two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning, coaching/mentoring, teaching, or other related fields.
- v. Ensure that Financial Counselors are ideally bilingual, speaking English as well as one other language prevalent in the geographic areas they serve.
- vi. Ensure that managerial staff attends quarterly learning meetings with Metro to review progress on goals, and develop service innovations and opportunities.
- vii. Ensure that the Center staff and management/supervisory staff participate in trainings, both initial and follow-up, as shall be required by Metro, including any professional development courses that may be approved and/or provided by Metro.
- viii. Ensure that counselor staff are provided adequate training that provides the same or similar level of counseling services across location sites.

- ix. Document and archive training materials provided by Metro to ensure on-site training capacity for future staff members.

(b) Service Delivery. The Contractor will:

- i. Monitor and track the quality of service delivered and be responsible for addressing concerns about client satisfaction.
- ii. Work with the host organizations for the hub and satellite sites to integrate financial counseling services into partners' services, as applicable. Ensure that all staff members from host sites are adequately informed and knowledgeable about the activities and services of the Financial Empowerment Center.
- iii. Ensure that counseling staff adhere to programmatic guidelines determined by Metro in partnership with the Contractor. Guidelines will determine the minimum required financial health assessment data and content for counseling sessions and the appropriate actions to take regarding industries licensed by, regulated by, or otherwise relevant to, Metro. Metro may add or remove guideline topics throughout the term of this Contract. Metro, in conjunction with Contractor, will develop operational guidelines to ensure consistency in delivery across all Centers and will give the Contractor notice for any upcoming guideline changes.
- iv. Ensure that Center staff will not use any one source or set of tools to provide counseling, but will draw on a variety of training materials, guidelines described above, and other resources, tools and trainings identified or developed by the Contractor and approved by Metro.

(c) Facilities. The Contractor will provide each counselor with private or semi-private counseling area to allow for counselor-client information and conversations to be held confidentially. Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private counseling space *per counselor*, plus an additional 300-500 square feet of meeting and waiting room space (to be shared). The Contractor should have access to a conference room or training facility on a regular basis (at least monthly) to allow counselors to conduct general financial workshops. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.

(d) Day-to-Day Operations. The Contractor will:

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- i. Deliver counseling on days and at hours that, upon consultation with Metro, are determined to meet the needs of clients. The Contractor is expected to make some evening hours available at Hub and Satellite locations. The Contractor shall make counseling available on a full-time basis with hours of operation at each Center subject to review and approval by Metro.
- ii. Provide walk-in services capabilities (including diagnosis of problem and scheduling) throughout the operation of the Center as needed.
- iii. Prominently display signage and marketing materials for the Center at counseling locations.
- iv. Conduct local outreach about the Center to raise awareness and generate demand for the services provided (in coordination with Metro).
- v. Provide support (as needed) to Metro on outreach activities and events that promote the Center.
- vi. Refer all media queries and media interviews to Metro or Metro's designated agent.
- vii. Make management staff, counselors, and counseling space available for periodic site visits and interviews by City officials, funders, media and others as appropriate.
- viii. Acknowledge that any publicity about the Center will be at the discretion of Metro.
- ix. Support Metro staff in collecting client stories for press inquiries, reports and other evaluation purposes. Facilitate outreach to clients for permissions and to coordinate press events.
- x. Provide Performance Measures when and as requested by Metro. Facilitate data and evidence to illustrate the outcomes and accomplishments of the services provided. This information can be requested in addition to the report on Appendix A

(e) Strategic Leadership. The Contractor will:

- i. Work in partnership with the Mayor's Office to provide strategic direction and leadership to the implementation of the Financial Empowerment Center model.
- ii. Develop a Financial Empowerment Network that will professionalize the field of financial counseling for the city of Nashville.

- iii. Work with the City Manager to develop new partnerships, terms of service delivery and ensure adherence to the model as outlined in Attachment B.
- iv. Strategically coordinate fundraising efforts with the City Manager to grow and expand the FEC model in Nashville.
- v. Make data-driven decisions to enhance the FEC model in partnership with the City Manager.
- vi. Establish new FEC partnerships and locations to reach new populations that align with the Mayor's priorities.

### **3.3. Communications and Branding**

The prior written approval of Metro is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Contract, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Contract.

Further, the Contractor shall:

- (a) Adhere to Metro branding and marketing Guidelines, including:
  - i. Use of Metro approved promotional and outreach materials.
  - ii. Recommend and advise Metro on appropriate marketing materials, collateral, and branded supplies for the Center.
  - iii. Test market materials developed by Metro and advise Metro on modifications based on market response.
- (b) Use the Financial Empowerment Center Brand, pursuant to the Branding Guidelines developed by CFE the Cities for Financial Empowerment (CFE) Fund to identify the Financial Empowerment Center in all publications, materials, communications and transactions that are developed for the purpose of delivering or representing Financial Empowerment Center services in the marketplace, including, but not limited to, activities that occur at Financial Empowerment Center locations. Without limiting the foregoing, the Contractor may also use its own brand in such materials and activities with Metro's approval, which shall not be unreasonably withheld, conditioned or delayed.

### **3.4. Evaluation**

The Contractor will implement the following steps to enable timely evaluation of its provision of services:

- (a) Collect comprehensive data on clients at intake and follow-up counseling sessions using the client database designated by Metro. This includes completion of a Financial Health Assessment (“FHA”) for every client to be used in a rigorous evaluation of the Financial Empowerment Centers.
- (b) Ensure that weekly session and client data is entered into the database before 5pm the Wednesday of the following week. Center staff must notify Metro of any barriers in reaching weekly deadline.
- (c) Complete an FHA follow-up for every client 6 months after the initial visit and at periodic points thereafter to capture changes in clients’ overall financial well-being.
- (d) Follow Metro Guidelines to achieve high level of data quality and ensure all data is captured in a timely manner. Ensure that all Center staff is properly trained on the database and kept abreast of any updates to database features. Center staff should communicate back and correct any data quality problems.
- (e) Submit quarterly data reports to Metro reflecting key data indicators from the client database and semi-annual narrative reports (due 6 months after the Term begins) reflecting progress towards goals, partnerships, challenges and proposed solutions. Contractor must ensure that the staff member responsible for preparing reports is trained and prepared for adequately completing required reports. (See the Quarterly Reporting template and Semi-Annual Narrative Reporting template in Attachment A)
- (f) Agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by Metro. Metro will make best efforts to provide a minimum 15 days’ notice.
- (g) Agree not to enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by Metro.
- (h) Agree to retain a full copy of historical data, including all client files, and including data collected during the period that this and the prior contract with the CFE Fund was in force for all years of operation beginning in 2013.

Following the completion of the grant term, Metro, in its sole and absolute discretion, may choose to allow the Contractor to continue using the FECBOT/Salesforce client management software, but annual licensing fees and any other fees associated with use of the FECBOT software will be the responsibility of the Contractor.



### 3.5. Client Confidentiality and Data Collection

The Contractor shall:

- (a) Maintain client confidentiality.
- (b) Ensure each client understands and signs the Client Waiver form provided by Metro. The Contractor must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
- (c) Ensure that computer equipment, client database, and other materials will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors and will not be used outside of the parameters of the Financial Empowerment Center or Contractor's other office locations.
- (d) Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- (e) Use standard database security practices, including, using strong passwords (combinations of letters, numbers, and special characters) to limit access, changing passwords at least quarterly and not sharing passwords with other employees or storing passwords where others may access them.
- (f) Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- (g) Keep all data within the secure limited-access network, maintained by FECBOT/Salesforce. Client data should not be downloaded to hard drives of individual computers or to portable storage devices unless security procedures are implemented.
- (h) Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

## **SECTION IV OPERATING PLAN**

### **4.1 Provision of Counseling**

The Contractor will:

- (a) Conduct a minimum of 2160 counseling sessions during the contract period. Contractor shall provide consistent and uninterrupted delivery of services as required by this Contract.
- (b) Ensure, provide, or retain and provide appropriate supervision to at least 3 full-time equivalent (FTE) counselors. Each FTE shall achieve outcomes as described under Section 4.2 of this Contract, except for subcontracted counselors which shall be held to session and outcome goals as expressed in writing as an attachment to this agreement.
- (c) Establish clear policies and procedures for client retention, including scheduling of subsequent visits and follow-up with clients during the three-month period following initial contact.
- (d) Provide services at site locations and hours as reviewed and approved by Metro.

### **4.2 Outcomes**

The Contractor will:

- (a) Achieve at least 360 outcomes during the term of the Contract.

A single client can reach more than one outcome in different service areas, and an outcome will be applied to the reporting period when it was achieved, regardless of when the client was first admitted to services.

- (b) Outcomes will include the following:
  - i. Banking: Open a safe and affordable bank account as determined by FEC management team with guidance from CFE Fund and the Bank On National Account Standards.
  - ii. Banking: Use banking account actively.
  - iii. Credit (for those with none): Establish credit score.
  - iv. Credit (for those looking to improve their credit): Increase credit score by at least 35 points.

- v. Debt: Decrease non-mortgage debt by at least 10%.
- vi. Debt: Reduce the number of delinquent accounts.
- vii. Savings: Set aside at least one week's worth of income for the future.
- viii. Savings: Adopt new savings behaviors.
- ix. Savings Goal Milestone Achievement (not a Contract Outcome): Set a savings goal, save goal amount, and use savings towards goal purpose.

### **4.3 Changes in Operations**

The Contractor shall not make any change in hours of operation, staffing, on-site contact information or locations without the approval of Metro. It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the Center during this contract period. Any request for approval shall be in writing and submitted to Metro not later than fifteen (15) days before the scheduled change.

## **SECTION V MISCELLANEOUS**

### **5.1 Notices**

All notices and all other documentation required or permitted hereunder, shall be in writing and shall be sent by mail or facsimile to the following addresses:

If to Metro:                   Mary Falls, Senior Advisor  
   Office of the Mayor  
   Metropolitan Courthouse  
   1 Public Square  
   Nashville, TN 37201

If to the Contractor:        Brian Hassett  
   President & CEO  
   United Way of Middle Tennessee  
   250 Venture Circle  
   Nashville, Tennessee 37228

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

**CONTRACTOR - UNITED WAY OF MIDDLE TENNESSEE**

By: Brian T. Hassett  
Name: BRIAN T. HASSETT  
Title: PRESIDENT & CEO  
11.16.2000

**METRO**

By: See attached signature page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURE PAGE**  
**FOR**  
**FINANCIAL EMPOWERMENT COUNSELING OPERATIONS**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

RECOMMENDED BY:

\_\_\_\_\_  
Mary Falls, Senior Advisor  
Office of the Mayor

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND  
INSURANCE:

\_\_\_\_\_  
Director – Risk Management Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY

\_\_\_\_\_  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

## ATTACHMENT A

### *Semi-Annual Narrative Report Template to the OFFICE OF THE MAYOR, Metropolitan Government of Nashville and Davidson County*

Please address the following information in your semi-annual narrative report to OFFICE OF THE MAYOR. Reports should be limited to 3-5 pages (not including attachments):

**Operations:** Describe adherence to model and guidelines as required by OFFICE OF THE MAYOR, use of the client database system, and any challenges and proposed solutions. Identify any specific content issue areas that have been a challenge during the time period.

**Locations:** Analysis of the performance of Hub and Satellite locations, describing client volume, integration with on-site programs, challenges and proposed solutions, and any proposed changes to site locations, hours, or operations.

**Performance:** Progress towards achieving contract goals, overview of average client progress in milestones and outcomes achieved, and any updates or challenges in meeting these milestones and outcomes. Describe how you are fulfilling the scope and the level of services required by OFFICE OF THE MAYOR.

**Client Profiles:** Please include 3-5 client profiles including client success stories.

**Next Steps:** Describe any major next steps, lessons learned, or modifications that you plan to make and how what you have learned thus far will affect future strategy.

**Staffing:** Include any significant staff or board changes. List all approved positions for the Financial Empowerment Center program that are currently vacant and for how long. Provide resumes for key staff members for the program that your organization hired in during the reporting period with the person's new position noted.

**Budget:** Use of funds during the reporting period, and any anticipated changes to the budget.

OFFICE OF THE MAYOR

Nashville FEC Impact Report	QUARTER		YTD	
	#	%	#	%
<b>Summary</b>				
Number of New Clients				
Total Clients Served				
Total Counseling Sessions		%		
Contractual Session Goal				
Total Amount of Increased Savings				
Total Amount of Debt Reduced				
Total Number of Outcomes Achieved				
Contractual Outcome Goal				
<b>Outcomes</b>				
<b>Banking</b>				
Open a Safe and Affordable Bank Account				
Increase Banking Behaviors				
<b>Savings</b>				
Set Aside One Weeks worth of income for future use				
Increase Savings Behaviors				
Save for a goal (not a contractual outcome)				
<b>Credit</b>				
Establish Credit Score				
Increase Credit Score by At Least 35 Points				
<b>Debt</b>				
Reduce Non-Mortgage Debt by at Least 10%				
Reduce # of Delinquent Accounts				
<b>Counseling Sessions by Location</b>				
Casa Azafran				
Foster Street Center				
Family Empowerment Program composite				
Project Return				
Nashville State Community College				

NeedLink				
Other				
<b>Clients Retention</b>				
One session				
Two session				
Three - six sessions				
Seven or more sessions				
<b>Demographics</b>				
<b>Referrals</b>				
City Agency / Office				
Community Based Organization				
Community Outreach Events or Educational Workshops				
Financial Institution				
Friend or Family				
Higher Educational Institution				
Internet				
Newspaper / TV / Radio				
Social Media				
Tax Prep Site				
211				
other				
<i>TOTAL Referrals</i>				
<b>Household Income</b>				
\$0 - \$5,000				
\$5,001 - \$9,999				
\$10,000 - \$14,999				
\$15,000 - \$24,999				
\$25,000 - \$34,999				
\$35,000+				
No Response (left blank)				
<b>Gender</b>				
Male				
Female				
Trans Female				
Trans Male				
<b>Age Range</b>				
Under 18				
18 - 20				
21-35				



36-45				
46-54				
55 - 59				
60 - 64				
65+				
No Response (left blank)				
Race				
African-American/ Black				
Asian				
Caucasian/ White				
Multiple Races				
Other				
Prefer Not To Answer				
No Response (left blank)				
Ethnicity				
Hispanic/Latinx				
Non-Hispanic/Latinx				
Prefer Not To Answer				
No Response (left blank)				
Employment Status of Clients				
Employed Full Time				
Employed Part Time				
Self-Employed				
N/A				
Primary Language of Clients				
English				
Spanish				
English;Spanish				
English; Other				
Other				
Arabic				
English:Arabic				
No Answer				
Living Situation				
Homeless/ Shelter				
Own				
Rent				
Staying with Family/Friends				

Prefer Not To Answer				
No Response (left blank)				

**ATTACHMENT B**  
*Use of specified subcontract vendor*

This attachment shall serve as written authorization for United Way of Middle Tennessee to subcontract services with approved nonprofit vendors to implement Financial Empowerment services to the public. The Vendor relationship shall be managed by the UWMN in accordance with this contract. The Vendor shall meet or exceed outcomes, as defined in this contract, which shall be verified by the Vendor and monitored by UWMN. All financial counseling services shall be monitored to provide the same level of service contemplated in this contract. This express authorization shall not be used, modified, or considered an implied authorization for additional subcontracted services or other vendors without the approval and authorization of Metro.