

GRANT SUMMARY SHEET

Grant Name: TDHS TN Opportunity Pilot Planning MOB Center 21-22

Department: METRO ACTION

Grantor: TN DEPT. OF HUMAN SERVICES

**Pass-Through Grantor
(If applicable):** MARTHA O'BRYAN CENTER

Total Award this Action: \$8,383.98

Cash Match \$0.00

Department Contact: Dr. Cynthia Croom
862-8860

Status: NEW

Program Description:

Collaboration Agreement between Martha O'Bryan Center (MOBC) and the Metropolitan Action Commission (MAC) to formalize the relationship and clarify expectations between the parties for the Tennessee Opportunity Pilot Planning Grant, which MOBC is the coordinating agency and MAC is a collaborating agency. This collaboration will reflect planned programming, services, strategies, and supports for families with children that meet Tennessee's low income guidelines. MAC will receive reimbursements for two current staff members hourly rate for time expended on the project and mileage, all not to exceed \$8,383.98

Plan for continuation of services upon grant expiration:

If Martha O'Bryan is awarded the Tennessee Opportunity Pilot Grant, then we would anticipate continuing forward as a part of that future.

B.A. Initials



5416

Wednesday, March 30, 2022

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Dr. Cynthia Croom				862-8860	862-8870
Grant Name:	TDHS TN Opportunity Pilot Planning MOB Center 21-22						
Grantor:	TN DEPT. OF HUMAN SERVICES	Other:					
Grant Period From:	12/30/21	(applications only) Anticipated Application Date:					
Grant Period To:	03/30/22	(applications only) Application Deadline:					
Funding Type:	OTHER	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	MARTHA O'BRYAN CENTER	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$8,383.98			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?		<input type="checkbox"/>				
Collaboration Agreement between Martha O'Bryan Center (MOBC) and the Metropolitan Action Commission (MAC) to formalize the relationship and clarify expectations between the parties for the Tennessee Opportunity Pilot Planning Grant, which MOBC is the coordinating agency and MAC is a collaborating agency. This collaborator will reflect planned programming, services, strategies, and supports for families with children that meet Tennessee's low income guidelines. MAC will receive reimbursements for two current staff members hourly rate for time expended on the project and mileage, all not to exceed \$8,383.98							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
If Martha O'Bryan is awarded the Tennessee Opportunity Pilot Grant, then we would anticipate continuing forward as a part of that future.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		31521 Business Unit 75308630	
Is not budgeted?		\$0.00		Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		13.81%		Indirect Cost of Grant to Metro:		\$1,157.83	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor:	
						\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	\$0.00	\$0.00	\$8,383.98	\$0.00		\$0.00	\$8,383.98	\$1,157.83	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:				12/09/21	Tot. Awarded:		\$8,383.98	Contract#: MOU, no # attached		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

TW

**Collaboration Agreement
between
Martha O'Bryan Center
and
Metro Action Commission**

This Collaboration Agreement ("Agreement") constitutes an agreement between Martha O'Bryan Center (MOBC), "Coordinating Agency", and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metro Action Commission, the "Collaborative Agency." The purpose of this agreement is to formalize the relationship and clarify expectations between the parties. Martha O'Bryan Center is the lead on the collaborative's Tennessee Opportunity Pilot Planning Grant from the Department of Human Services and will serve as the coordinating agency.

Definitions: For the Purposes of the Agreement, the Coordinating Agency, is described as the agency serving as the fiscal agent, coordinating all collaborative agencies, and providing oversight to this grant as a whole. The Collaborative Agency is the agency participating in the Pilot Grant's allowable activities including, but not limited to, visioning, program design, budgeting, and collaborative development.

Scope: All activities and services described as part of the MOU will be considered a part of the MOBC's Tennessee Opportunity Pilot Grant and should reflect planned programs, services, strategies, and supports for Middle Tennessee families, with child(ren) 18 years of age or younger, and that meet Tennessee' low-income eligibility of one or more of the following:

- Living at or below the Federal Poverty Level.
- Eligible for Medicaid.
- Recipients of, or eligible for, public benefits such as Families First (TANF) or Supplemental Nutrition Assistance Program (SNAP).
- Part of a coordinated entry system through Social Services agencies and meet the low-income criteria; unemployed or zero income verification.
- Live in Section 8 housing or low rent public housing.
- Be eligible for National School Lunch Program (free or reduced lunch).

Purpose of Memorandum: The purpose of this Memorandum of Understanding is to establish each Partner's role within the Tennessee Opportunity Pilot Planning Grant, in terms of, collaborating, data-sharing, and cooperating with an evaluator as part of the grant.

Commitment to Collaboration: The Partner shall commit to following activities:

- Participating in stakeholder meetings that may include the population to be served, service providers, and other partners across a wide range of sectors.
- Helping conduct a needs and gaps analysis; working to identify community needs, gaps in services, available resources, and partnerships to inform plan development.
- Regularly participating in and helping recruit for collaborative working groups.

- Developing a common agenda with the collaborative, including a common understanding of the problem and a shared vision for a theory of change.
- Participating in the development of the collaborative's action plan and budget that will guide the pilot implementation's work, including proposed activities, timelines, and responsible partners.
- Establishing methods for continuous communication.
- Helping the collaborative identifying existing data sources and systems, outputs and outcomes, and performance management processes to support shared accountability.

Commitment to Sharing Data: Coordinating Agency and Partner agrees to participate in the data sharing efforts by: (1) contributing to the development of a comprehensive, longitudinal data system; (2) participating in a comprehensive, community-based needs assessment; and (3) using shared data to make informed collaborative and program decisions. The community needs assessment is anticipated to include information on the partner's geographic site region and reflect discussions held with each partner's clients and/or community. Forms of engagement may include focus groups and surveys. Forms of relevant data gathered may include health outcomes, safety, education, and employment.

The partner will not publish or communicate collaborative data without prior approval of the Coordinating Agency.

Commitment to Cooperate with an Evaluator: The collaborative will work with Tennessee's selected evaluator to ensure that data collection and program design are consistent with the state's plans to conduct a rigorous evaluation on the collaborative's programs, strategies, and solutions. The Partner will ensure the evaluator has access to relevant program and project data sources. The collaborative will develop in consultation with the evaluator, an evaluation strategy that includes identifying a credible comparison group and a plan for identifying and collecting reliable and valid baseline data for both program participants and a designated comparison group of non-participants.

PARTNERSHIP AGREEMENT TERM

Partnership Agreement Term: This Agreement shall go into effect once the Martha O'Bryan Center's contract with the Tennessee Department of Human Services for the Tennessee Opportunity Pilot Planning Grant is executed. The MOU will go into effect on date of the Pilot Planning Grant execution and be effective for the defined planning period (90 Days).

Renewal Options: This Agreement may only be renewed or extended if the Tennessee Department of Human Services renews or extends MOBC's Tennessee Opportunity Pilot Planning Grant. Any renewal or extension of this Agreement must be in writing signed by both parties to the Agreement. In no event shall the term of this Agreement exceed sixty (60) months.

Collaboration Limitation: By participating in MOBC's Tennessee Opportunity Pilot Planning Grant it does not guarantee one's collaboration or participation in MOBC's Tennessee Opportunity Pilot Implementation Grant. A separate and new Agreement will be agreed upon by the Coordinating Agency and the Collaborative Agency only if the Coordinating Agency receives funding as part of the Tennessee Opportunity Pilot Implementation Grant and both parties can agree to terms.

PAYMENT TERMS AND CONDITIONS

Payment: During this Agreement, the Collaborative Agency may invoice MOBC for approved staff time, at an agreed upon hourly rate, and staff mileage. No other expenses may be deemed allowable.

The total amount billed to MOBC, Coordinating Agency, may not exceed \$8383.98
The Collaborative Agency's agreed upon hourly rate is \$67.66 per hour for Staff Member A.
The Collaborative Agency's agreed upon hourly rate is \$68.72 per hour for Staff Member B.
The Collaborative Agency's agreed upon mileage is \$201.63 at \$0.47 per mile.

Payment of Invoice: The payment of the invoice by Coordinating Agency shall not prejudice Coordinating Agency's right to object to or question any invoice or matter in relation thereto. Such payment by MOBC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

Invoice Submission: The Collaborating Agency shall submit invoices within fifteen (15) days after the end of the calendar month in which the costs were incurred or services were rendered by the Collaborating Agency. Invoices received by the 15th will be processed within 30 days and mailed shortly thereafter. Any expenditures submitted more than 30 days after the month where costs were incurred may not be reimbursed.

Subcontracting: The Collaborating Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval from the Coordinating Agency.

Termination for Cause: If either party fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the either party violates any terms of this Agreement, the other party shall have the right to immediately terminate the Agreement and withhold services or payments in excess of fair compensation for completed services. Notwithstanding the above, neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement.

Indemnification: Coordinating Agency shall indemnify and hold harmless Collaborative Agency, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Coordinating Agency, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement. Collaborative Agency will not indemnify, defend, or hold harmless in any fashion

Coordinating Agency from any claims arising from any failure, regardless of any language in any attachment or other document that Coordinating Agency may provide.

Modification: This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

No Agency Relationship: This Agreement shall not in any way be construed or intended to create an employment relationship between the parties, a partnership or joint venture between the parties or to create the relationship of principal and agent between or among the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

Governing Law and Venue: The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

Severability: In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void. The remainder of the provisions of the Agreement not in question shall remain in full force and effect.

Standard Terms and Conditions

Conflicts of Interest: The Collaborative Agency warrants that no part of the total MOU 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 Collaborative Agency in connection with any work contemplated or performed relative to this MOU.

Lobbying: The Collaborative Agency 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 Collaborative Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Collaborative Agency 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.

Nondiscrimination: The Collaborative Agency 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 MOU or in the employment practices of the Collaborative Agency 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 Collaborative Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability: If the Collaborative Agency is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this MOU involves the provision of services to citizens by the Collaborative Agency on behalf of the State, the Collaborative Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Collaborative Agency shall also display in a prominent place, located near the passageway through which the public enters in order to receive MOU 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 Collaborative Agency, provide Collaborative Agency with any necessary signs.

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

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

under this MOU, 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.

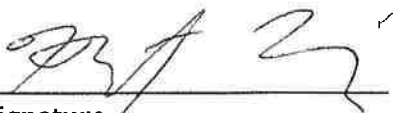
The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as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

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

The Collaborative Agency 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 Collaborative Agency 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.

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

MARTHA O'BRYAN CENTER
Coordinating Agency



Signature

12/30/21
Date

Kent Miller
Printed Name

CPO
Title

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
Collaborative Agency



Signature

12/30/2021
Date

Cynthia Croom
Printed Name

Executive Director
Title

**SIGNATURE PAGE
FOR**

GRANT NO. TDHS TN Opportunity Pilot Planning MOB Center 21-22

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

See Previous Page
Metro Action Commission

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:
Kelly Flannery/mjw
Kelly Flannery, Director of Finance
Department of Finance

4/7/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb
Director of Insurance

4/7/2022

Date

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:
Matthew Garth
Metropolitan Attorney

4/7/2022

Date

FILED:

Metropolitan Clerk

Date