

GRANT SUMMARY SHEET

Grant Name: Nashville Prevention Partnership Underage Compliance 21

Department: Beer Board

Grantor: Nashville Prevention Partnership

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$4,560.00

Cash Match \$0.00

Department Contact: Benton McDonough

Status: NEW

Program Description:

Funds will be used to support the enforcement of under- age drinking laws. NPP has partnered with the Metro Beer Board and other local law enforcement to support underage compliance checks.

Plan for continuation of services upon grant expiration:

None

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	
Beer Board	34	Benton McDonough					
Grant Name:	Nashville Prevention Partnership Underage Compliance 21						
Grantor:	Nashville Prevention Partnership				Other:		
Grant Period From:	07/01/20	<small>(applications only)</small> Anticipated Application Date:					
Grant Period To:	06/30/21	<small>(applications only)</small> Application Deadline:					
Funding Type:	OTHER	Multi-Department Grant		<input type="checkbox"/> → If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$4,560.00			
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 type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input type="checkbox"/>		
Funds will be used to support the enforcement of under- age drinking laws. NPP has partnered with the Metro Beer Board and other local law enforcement to support underage compliance checks.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None							
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?				Fund	Business Unit		
Is not budgeted?				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		10.00%		Indirect Cost of Grant to Metro:		\$456.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$0.00 in budget	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
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	FY21	\$0.00	\$0.00	\$4,560.00				\$4,560.00	\$456.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$4,560.00				\$4,560.00	\$456.00	\$0.00
Date Awarded:		07/01/20		Tot. Awarded:		\$4,560.00	Contract#:		n/a	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

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

GCP Rec'd
06/16/21

GCP Approved
06/16/21

VW

Subcontract Between Metro Beer Board and NPP

This agreement between **the Metropolitan Nashville Beer Permit Board (referred to as Metro Beer Board or Subcontractor)** and **the Nashville Prevention Partnership (referred to as NPP or NPP)** shall be from July 1, 2020 to June 30, 2021. Either party may terminate this contract at any time on 30 days prior written notice to the other party hereto. The Subcontractor shall be entitled to compensation for authorized satisfactory services completed as of the termination date.

This agreement shall be subject to all applicable provisions of State and Federal law and regulations.

Introduction of Partners

NPP has been granted funds to administer programs and activities to support adherence to the enforcement of under- age drinking laws. NPP has partnered with the Metro Beer Board and other local law enforcement to support underage compliance checks.

The Metropolitan Beer Permit Board has jurisdiction over and constitutes the sole administrative agency in the Metropolitan Government for the administration of all laws and ordinances relating to beer and like alcoholic beverages, including the enforcement of under-age drinking laws.

Services and Responsibilities

Metro Beer Board:

1. Recruit, train, and compensate young people under 21 to participate in the beer purchase attempts.
2. Report the results of compliance checks: number of attempts, how many establishments sold, how many did not sell, how many citations issued, how many subpoenas issued.
3. Report on the trials resulting from alcohol sales to minors.
4. Invoice NPP for services rendered.

NPP

1. Meet with relevant Beer Board Staff to determine appropriate compliance check goals.
2. Pay all invoices within 15 days of receipt.

Terms

1. **Subcontractor will perform contractual services for an average of 20 hours per week. Upon submittal of a monthly invoice by the Subcontractor and after performance of the services which the invoiced amount represents, Subcontractor will be compensated in the amount of \$15 per hour, or as amended by contract.** The payment shall be made only after the Subcontractor has completely performed its duties under this Agreement. If the Subcontractor is a non-resident alien, payment of any portion of the contract from any source will not be made by NPP until an individual Taxpayer Identification Number or Social Security Number has been assigned to the Subcontractor by the Internal Revenue Service and Immigration Naturalization Service and presented to NPP.
2. In no event shall the liability of NPP under this Agreement exceed \$4,560.

Conditions of this Agreement

The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Contract terms including payment amounts are subject to approval by the State of Tennessee. In the event that the state or any of its agencies contest or reduce amounts available for payment of services addressed herein, payment amounts will be reduced or renegotiated between NPP and the Subcontractor accordingly.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order, 11.246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection available to employees and applicants for employment.
3. The term of this contract shall be from date of final execution to the end of the grant period.
4. This Agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Subcontractor shall be entitled to receive just and equitable compensation from any satisfactory authorized work completed as of the termination date.
5. If the Subcontractor fails to fulfill in timely and proper manner the Subcontractor's obligations under this Agreement, or if the Subcontractor shall violate any of the terms of this Agreement, the Coalition shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Subcontractor shall not be relieved of liability to the Coalition for damages sustained by virtue of any breach of this Agreement by the Subcontractor.
6. This Agreement may be modified only by written amendment executed by all parties hereto.
7. The Subcontractor shall not assign this agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the NPP, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.
8. Subcontractor shall submit periodic progress reports to the NPP if requested by either party.
9. This Agreement shall not be binding upon the parties until it is approved by the NPP, as appropriate.
10. Grant Contracts. The Subcontractor may purchase goods, materials, supplies or equipment to accomplish the goals of the Grant with prior approval from the NPP and the State.
11. The Subcontractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the Contract.

Drug-Free Workplace. The Subcontractor agrees that it shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 of the United States Code (41 USC) §§ 701 et seq., and the regulations in Title 45 of the Code of Federal Regulations (45 CFR) Part 82.

Conflicts of Interest. The Subcontractor warrants that no part of the total Subcontract 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 Subcontractor in connection with any work

contemplated or performed relative to this Subcontract.

The Subcontractor acknowledges, understands, and agrees that this Subcontract shall be null and void if the Subcontractor is, or within the past six months has been, an employee of the State of Tennessee or if the Subcontractor 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.

Lobbying. The Subcontractor 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 NPP, 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 NPP, 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 Subcontractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Subcontractor 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 sub recipients 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 Subcontractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Subcontract or in the employment practices of the Subcontractor 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 Subcontractor 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 Subcontractor is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Subcontract involves the provision of services to citizens by the Subcontractor on behalf of the NPP, the Subcontractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Subcontractor 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 NPP IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN NPP 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. NPP shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Subcontractor, provide Subcontractor with any necessary signs.

Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Subcontractor in relation to this Subcontract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee Department of Mental Health and Substance Abuse Services." All notices by the Subcontractor in relation to this Subcontract shall be approved by the State.

Records. The Subcontractor shall maintain documentation for all charges under this Subcontract. The books, records, and documents of the Subcontractor, insofar as they relate to work performed or money received under this subcontract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State NPP, 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 Subcontractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Subcontractor 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 Subcontractor 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 NPP, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Licensure. The Subcontractor and its employees 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.

Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Subcontractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Subcontractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Subcontract.

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 Subcontractor by NPP or acquired by the Subcontractor on behalf of NPP that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Subcontractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Subcontractor 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. Subcontractor 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 subcontract.

HIPAA Compliance. NPP and the Subcontractor 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 Subcontract.

- a. The Subcontractor warrants to NPP that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable HIPAA requirements in the course of this Subcontract.
- b. The Subcontractor warrants that it will cooperate with NPP, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Subcontract so that both parties will be in compliance with the Privacy Rules.

- c. NPP and the Subcontractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep NPP and the Subcontractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Subcontract 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.

Rule 2 Compliance. NPP and the Subcontractor shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*

- a. The Subcontractor warrants to NPP that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Subcontract.
- b. The Subcontractor warrants that it will cooperate with the NPP, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Subcontract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
- c. NPP and the Subcontractor will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the NPP and the Subcontractor in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the NPP under this Subcontract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits NPP to receive such information without entering into a business associate agreement or signing another such document.

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

NASHVILLE PREVENTION PARTNERSHIP

By: *Bob Wayne*

Title: Executive Director

June 10, 2021

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METOPOLITAN BOARD OF HEALTH:

APPROVED:

Bob Wayne

Executive Director
Metropolitan Beer Permit Board

June 7, 2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

Director, Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balagun Cobb

Director of Insurance

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

Date

ATTEST:

Metropolitan Clerk

Date