

GRANT SUMMARY SHEET

Grant Name: SNAP (Supplemental Nutrition Assistance Program) Employment & Training 20-21

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF AGRICULTURE

Pass-Through Grantor (If applicable): UNITED WAY OF MIDDLE TN.

Total Award this Action: \$135,544.00

Cash Match Amount: \$135,544.00

Department Contact: Cynthia Croom, Executive Director
862-8860

Status: CONTINUATION

Program Description:

SNAP E&T provides funding to the State of Tennessee to provide employment and/or training related services to help active SNAP recipients gain employment, skills, training, or work experience. This program assists the individual in mitigating barriers preventing them from securing a meaningful and sustainable wage position which will diminish their reliance on community resources. Work readiness trainings, Financial Literacy, Hard Skills Training leading to an industry recognized certification, High School Completion Programs, English as a Second Language are just a few examples. Some barriers such as Mental Health, Housing, Food, Legal Fines, and Utilities – while considered barriers are some but not all which are not allowable for reimbursement under this grant.

Plan for continuation of services upon grant expiration:

MAC plans to continue this program in future years upon approval from grantor.

Grants Tracking Form

Part One

<input type="radio"/> Pre-Application		<input type="radio"/> Application		<input checked="" type="radio"/> Award Acceptance		<input type="radio"/> Contract Amendment	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Cynthia Croom, Executive Director				862-8860	880-2388
Grant Name:		SNAP (Supplemental Nutrition Assistance Program) Employment & Training 20-21					
Grantor:		U.S. DEPARTMENT OF AGRICULTURE				Other:	
Grant Period From:		10/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		09/30/21		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		UNITED WAY OF MIDDLE TN.		Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		OTHER		Total Award:		\$135,544.00	
Status:		CONTINUATION		Metro Cash Match:		\$135,544.00	
Metro Category:		Est. Prior.		Metro In-Kind Match:			
CFDA #		10.561		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
<p>SNAP E&T provides funding to the State of Tennessee to provide employment and/or training related services to help active SNAP recipients gain employment, skills, training, or work experience. This program assists the individual in mitigating barriers preventing them from securing a meaningful and sustainable wage position which will diminish their reliance on community resources. Work readiness trainings, Financial Literacy, Hard Skills Training leading to an industry recognized certification, High School Completion Programs, English as a Second Language are just a few examples. Some barriers such as Mental Health, Housing, Food, Legal Fines, and Utilities – while considered barriers are some but not all which are not allowable for reimbursement under this grant.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
MAC plans to continue this program in future years upon approval from grantor.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input checked="" 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?		Yes		Fund		31523 Business Unit	
Is not budgeted?				Proposed Source of Match:		MAC Workforce Expenditures	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0		Actual number of positions added:			
Departmental Indirect Cost Rate		13.81%		Indirect Cost of Grant to Metro:		\$0	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		13.81%	
				Ind. Cost Requested from Grantor:		\$0 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" 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		\$15,544.00		\$15,544.00	31523, 75312000		\$15,544.00	\$1,886.15	\$1,886.15
Yr 2	FY22		\$120,000.00		\$120,000.00	31523, 75312000		\$120,000.00	\$14,561.11	\$14,561.11
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$135,544.00	\$0.00	\$135,544.00		\$0.00	\$135,544.00	\$16,447.26	\$16,447.26
Date Awarded:				10/01/20	Tot. Awarded:		\$135,544.00	Contract#:		LW24F211SSNAP21
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

GCP Rec'd
06/17/21

GCP Approved
06/17/21

VW

**SNAP EMPLOYMENT AND TRAINING
GRANT SUBCONTRACT BETWEEN
UNITED WAY OF MIDDLE TENNESSEE
AND
METROPOLITAN ACTION COMMISSION**

This Subcontract, by and between the United Way of Greater Nashville, hereinafter referred to as the "United Way or UWGN" and Metropolitan Action Commission, hereinafter referred to as the "Vendor," is for the provision of SNAP training and services to benefit Service Recipients, as further defined in the "SCOPE OF SERVICES."

The Vendor is a Non-Profit Corporation
Vendor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Vendor shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in the Subcontract.
- A.2. Defined Terms: The words and phrases listed below, as used in this Subcontract, shall each have the following definitions:
- 1) "Supplemental Nutritional Assistance Program (SNAP)" (formerly known as the SNAP E&Ts Program) was authorized by Congress in 1987 to assist able bodied SNAP E&T recipients in obtaining employment.
 - 2) "SNAP E&T" means Supplemental Nutrition Assistance Program Employment and Training, a federal program through the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP), that provides funding to the State of Tennessee to provide employment and/or training related services to active SNAP recipients gain employment, skills, training, or work experience.
 - 3) "Basic Education" means education provided to individuals with deficient reading, writing, or math skills in order to obtain the skills necessary for successful transition into and completion of post- secondary education. Obtainment of the high school equivalency is the desired outcome.
 - 4) "Case Management" means the on-going provision by the Contractor or Subrecipient to the participant of encouragement, advocacy and resource referrals for issues and barriers to eventual successful employment as those issues and barriers arise or may be anticipated.
 - 5) "Completion" means the attainment by a SNAP E&T participant of a certificate or similar acknowledgement (including completion of a series of course credits) that indicates goal achievement. SNAP E&T participants and contractors will establish goals through the completion of an Individual Employment Plan. Completion should typically only count once per participant per component unless there is a break in SNAP E&T services. Completion may also include a participant who leaves the SNAP E&T program due to employment.

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- 6) "TDLWD Contact" means the Tennessee Dept. of Labor and Workforce Development Contact listed.
- 7) "VOS" refers to the Virtual One Stop web-based data/information portal used by TDLWD staff, contractors, employers, and job seekers for various employment and training services as well as program administration.
- 8) "Eligible Individual" means an adult who is receiving assistance through the SNAP Program from the Department of Human Services through the USDA Supplemental Nutrition Assistance Program but is not concurrently receiving Temporary Aid for Needy Families (TANF).
- 9) "Entered Employment" means beginning unsubsidized employment by a SNAP E&T participant that provides increased earned income that is greater than the earned income reported at the point of SNAP enrollment.
- 10) "Interpreter" means a person who speaks English and another language fluently or signs American Sign Language fluently. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively. An interpreter enables SNAP E&T participants and Contractors to communicate effectively with each other.
- 11) "Individual Employment Plan" means a written plan completed by the Contractor and the participant in which strategic, incremental steps are identified to achieve an identified employment goal realistic to the strengths, interests, assets, family obligations and barriers for that individual. Labor market information should be considered within an Individual Employment Plan (IEP). IEP's must be updated annually and when a component or activity changes
- 12) "Job Search" means education and assistance provided to participants to secure employment. Job search services may include access to job listings, email, fax, telephone or assistance in preparing applications, resumes and for interviews. Job search assistance may include assistance to participants in securing documents such as copies of professional licenses or certifications or identification documents needed to secure and maintain employment.
- 13) "Job Search Training" means the provision of education in career goal setting, interviewing skills, resume writing and soft skills needed to obtain employment and meet employers' expectations. Job search training may include use of the computer as a job search or research tool and instruction in general computer skills.
- 14) "Participant" means an eligible individual who is enrolled in an active component within the VOS database and concurrently received allowable services under the SNAP E&T program.
- 15) "Participant Reimbursement" means goods and purchased services (support services) that are necessary for a participant to successfully engage in or complete a SNAP E&T activity. Examples include transportation to training and tools necessary to engage in or complete a vocational skills class.
- 16) "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or

receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers

- 17) "Retention Services" or "Job Retention" means to provide participant reimbursements for up to 90 days to individuals who have secured employment to help them achieve satisfactory performance, keep the job, and to increase earnings over time. Only individuals who have received other employment and training services under the SNAP E&T program are eligible for job retention services. Job retention services may also include post-employment counseling, coaching and other case management activities and administrative costs.
- 18) "TANF" means Temporary Assistance to Needy Families, a federally funded program that provides cash assistance to very low-income families that include at least one child under the age of nineteen (19).
- 19) "Vendor" means a third party who provides a service to the Contractor necessary for the Contractor to perform the services under this Contract.
- 20) "Vocational Education" (or Vocational Skills Training) means instruction or education in specific skills and abilities required by most employers who hire individuals within the intended occupational cluster.

- A.3 Vendor Services: The Vendor shall provide career services as described in Public Law 113-128-Sec.134(c)(2). The services include, but are not limited to, outreach, intake, orientation, initial assessment of skills levels, determination of eligibility, job search, placement services, and creation of individual development plans including training services, vocational training and placement services.

All services must comply with the Supplemental Nutritional Assistance Program and all applicable rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government or by the State. This includes the One Stop Comprehensive Financial Management Technical Assistance Guide ("TAG") part I and part II, which can be found at <https://www.tn.gov/workforce/general-resources/program-management/program-management-redirect/workforce-services-redirect/financial-management.html> (Until replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration). AG, as may be amended, is incorporated by reference into this Subcontract.

- A.4. Use of Jobs4TN. As a partner providing workforce services programs, the vendor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in section A.5. and A.6. of the Subcontract scope of services and deliverables respectively.
- A.5. Service Goals. Participants will be monitored in each component to determine its effectiveness based on the number of participants who enter the component versus those that successfully complete the component and receive certification and obtain employment based on that credential/license.

USDA/FNS national office announced reporting measures will be required with the submission of the 2017 State SNAP E&T Plans. Although the exact outcomes to be measured have not been identified, we were advised they would be influenced by the common measures defined in the Workforce Innovation and Opportunity Act. These include but are not limited to participants who have:

- 1) Entered employment
- 2) Retained employment
- 3) Attained Earnings/wages
- 4) Attained a Credential

A.6. **Reporting Requirements.** The Vendor shall comply with all reporting requirements including: data entry in the Virtual One- Stop ("VOS") system or into any other system or partner system required or vetted under WIOA.

Federal performance standards for the SNAP E&T program have not been established by the US Department of Agriculture, the Federal Administrative Agency of the SNAP Program. Until such time standards are required, Vendors are required to track the following:

- 1) Number of SNAP E&T participants who enter training
- 2) Number of SNAP E&T participants who complete training
- 3) Number of SNAP E&T participants who earn a certification
- 4) Number of SNAP E&T participants who enter employment
- 5) Number of SNAP E&T participants who retain employment at 3, 6, 9 and 12 months

B. TERM OF SUBCONTRACT:

This Subcontract shall be effective for the period beginning on October 1, 2020 ("Effective Date") and ending on September 30, 2021 ("Term"). The State shall have no obligation to the Vendor for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of UWGN under this Subcontract exceed One Hundred Thirty Five Thousand Five Hundred Forty Four Dollars (\$135,544.00) ("Maximum Liability"). The Subcontract Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Vendor under this Grant Subcontract. The Subcontract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Vendor.
- C.2. **Compensation Firm.** The Maximum Liability of United Way is not subject to escalation for any reason unless amended. The Subcontract Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Vendor shall be reimbursed for actual, reasonable, and necessary costs based upon the Subcontract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Subcontract, the Vendor shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Administrative Fee:** United Way will include a 5% administrative fee that will be taken out of the reimbursement request as the intermediary of this Subcontract. This fee includes the cost to manage this subcontract, the Vendor and the progress towards the Vendors goals. This is the recommended cost provided to intermediaries in the state of Tennessee serving in this capacity. As this is a match grant opportunity, the Vendor will submit all documentation as required with the full 50% match and 50% reimbursement request included in the invoice. United Way will provide payment to the Vendor for the remaining 45% of costs associated with this Subcontract.

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C.5. Travel Compensation. Reimbursement to the Vendor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Subcontract Budget funding for said reimbursement.

C.6. Invoice Requirements. The Vendor shall invoice UWGN no more often than monthly, with all necessary supporting documentation, and present such to:

United Way of Greater Nashville: LaToya Lowery
250 Venture Drive, Nashville, TN 37228

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

- (1) Invoice/Reference Number (assigned by the Vendor).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Subcontract Number (assigned by the State to UWGN).
- (5) Grantor: United Way of Greater Nashville.
- (6) Vendor Name.
- (7) Vendor Remittance Address.
- (8) Vendor Subcontract for Invoice Questions (name, phone, or fax).
- (9) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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

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

- (1) An invoice under this Subcontract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Subcontract and shall be subject to the Subcontract Budget and any other provision of this Subcontract relating to allowable reimbursements.
- (2) An invoice under this Subcontract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Subcontract shall initiate the timeframe for reimbursement only when UWGN is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.7. Budget Line-item. Expenditures, reimbursements, and payments under this Subcontract shall adhere to the Subcontract Budget. The Vendor may request revisions of Subcontract Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Subcontract Budget amount. Subcontract Budget line-item revisions may not be made without prior, written approval of UWGN in which the terms of the approved revisions are explicitly set forth. Any increase in the total Subcontract Budget amount shall require an amendment.

C.8. Disbursement Reconciliation and Close Out. The Vendor shall submit any final invoice and a disbursement reconciliation report within thirty (30) days of the Subcontract end date and in form and substance acceptable to UWGN.

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- a. The Subcontract Budget specifies a Vendor Match Requirement and the final grant disbursement reconciliation report shall detail all Vendor expenditures recorded to meet said requirement.
 - i. No Vendor expenditure shall be recorded and reported toward meeting a Match Requirement of more than one Subcontract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Vendor failure to meet a Match Requirement, and the maximum total amount reimbursable by UWGN pursuant to this Subcontract, as detailed by the Subcontract Budget column "Vendor Contract," shall be reduced by the amount that the Vendor failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by UWGN pursuant to this Subcontract exceed the amounts permitted by Section C of this Subcontract (including any adjustment pursuant to subsection a.ii. above), the Vendor shall refund the difference to UWGN. The Vendor shall submit the refund with the final grant disbursement reconciliation report.
 - c. United Way shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. United Way will not deem any Vendor costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by UWGN, and such invoices will NOT be paid.
 - d. The Vendor's failure to provide a final grant disbursement reconciliation report to United Way as required shall result in the Vendor being deemed ineligible for reimbursement under this Subcontract, and the Vendor shall be required to refund any and all payments by the State pursuant to this Subcontract.
 - e. The Vendor must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.9. Indirect Cost. Should the Vendor request reimbursement for indirect costs, the Vendor must submit to UWGN a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Vendor will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Subcontract Budget. Once the Vendor makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Vendor agrees to remit any overpayment of funds to UWGN, and subject to the availability of funds UWGN agrees to remit any underpayment to the Vendor.
- C.10. Cost Allocation. If any part of the costs to be reimbursed under this Subcontract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.11. Payment of Invoice. A payment by UWGN shall not prejudice the UWGN's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by UWGN shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

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- C.12. Non-allowable Costs. Any amounts payable to the Vendor shall be subject to reduction for amounts included in any invoice or payment that are determined by UWGN, on the basis of audits or monitoring conducted in accordance with the terms of this Subcontract, to constitute non-allowable costs.
- C.13. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Vendor under this Subcontract or any other contract between the Vendor and the State of Tennessee under which the Vendor has a right to receive payment from the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Termination for Convenience. United Way may terminate this Subcontract without cause for any reason. A termination for convenience shall not be a breach of this Subcontract by UWGN. United Way shall give the Vendor at least thirty (30) days written notice before the effective termination date. The Vendor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall UWGN be liable to the Vendor for compensation for any service that has not been rendered. The final decision as to the amount for which United Way is liable shall be determined by the UWGN. The Vendor shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the United Way's exercise of its right to terminate for convenience.
- D.2. Termination for Cause. If the Vendor fails to properly perform its obligations under this Subcontract in a timely or proper manner, or if the Vendor violates any terms of this Subcontract ("Breach Condition"), UWGN shall have the right to immediately terminate the Subcontract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Vendor shall not be relieved of liability to UWGN for damages sustained by virtue of any Breach Condition and UWGN may seek other remedies allowed at law or in equity for breach of this Subcontract.
- D.3. Conflicts of Interest. The Vendor 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 Vendor in connection with any work contemplated or performed relative to this Subcontract.

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

- D.4. Lobbying. The Vendor 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.

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

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

- D.5. Subject to Funds Availability. This Subcontract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, United Way reserves the right to terminate this Subcontract upon written notice to the Vendor. United Way's right to terminate this Subcontract due to lack of funds is not a breach of this Subcontract by UWGN. Upon receipt of the written notice, the Vendor shall cease all work associated with the Subcontract. Should such an event occur, the Vendor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Vendor shall have no right to recover from the UWGN any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.6. Nondiscrimination. The Vendor 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 Subcontract or in the employment practices of the Vendor 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 Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. HIPAA Compliance. United Way and the Vendor 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 Vendor warrants to the United Way that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Subcontract.
- b. The Vendor warrants that it will cooperate with the United Way, 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. United Way and the Vendor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep United Way and the Vendor 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.
- d. To the extent permitted by Tennessee law, the Vendor will indemnify United Way and hold it harmless for any violation by the Vendor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid United Way because of the violation.

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

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

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

- D.9. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Vendor in relation to this Subcontract shall include the statement, "This project is funded under a Subcontract with the United Way." All notices by the Vendor in relation to this Subcontract shall be approved by the State.
- D.10. **Licensure.** The Vendor and its employees and all sub-Vendors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.11. **Records.** The Vendor and any approved subcontractor shall maintain documentation for all charges under this Subcontract. The books, records, and documents of the Vendor and any approved subcontractor, insofar as they relate to work performed or money received under this Subcontract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

- D.12. **Monitoring.** The Vendor's activities conducted and records maintained pursuant to this Subcontract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. **Progress Reports.** The Vendor shall submit brief, periodic, progress reports to United Way as requested.

- D.14. Annual and Final Reports. The Vendor shall submit, within three (3) months of the conclusion of each year of the Term. The Vendor shall submit annual and final reports to United Way of Greater Nashville. At minimum, annual and final reports shall include: (a) the Vendor's name; (b) Term and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Vendor used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Vendor shall appear on the Grantor State Agency's website or as an attachment to the Subcontract.
- D.15. Procurement. If other terms of this Subcontract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Vendor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Subcontract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Vendor is a subrecipient, the Vendor shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Vendor shall obtain prior approval from United Way before purchasing any equipment under this Subcontract.

- D.16. Strict Performance. Failure by any party to this Subcontract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Subcontract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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

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

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Subcontract. In no event will UWGN be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Subcontract or otherwise. United Way's total liability under this Subcontract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Subcontract. This limitation of liability is cumulative and not per incident.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default

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

- D.19. Tennessee Department of Revenue Registration. The Vendor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Subcontract.
- D.20. Charges to Service Recipients Prohibited. The Vendor shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Subcontract.

State Interest in Equipment or Motor Vehicles. The Vendor shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Subcontract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Subcontract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Vendor pursuant to the provisions of this Subcontract. A further intent of this Subcontract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Vendor pursuant to the provisions of this program's prior year Subcontracts between the State and the Vendor.

The Vendor grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Vendor under this Subcontract. This Subcontract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Vendor hereby grants the State a security interest in said equipment or motor vehicles. The Vendor agrees that the State may file this Subcontract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Vendor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Subcontract in such form as the State may require to perfect a security

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interest with respect to said equipment or motor vehicles. The Vendor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Vendor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Vendor's breach of any covenant or agreement contained in this Subcontract, including the covenants to pay when due all sums secured by this Subcontract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Vendor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Subcontract. The Vendor shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Subcontract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Vendor's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Vendor no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Vendor shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Vendor shall inventory equipment or motor vehicles annually. The Vendor must compare the results of the inventory with the inventory control report and investigate any differences. The Vendor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Vendor shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Subcontract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Vendor shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Vendor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Subcontract, where a further contractual relationship is not entered into, or at another time during the term of the Subcontract, the Vendor shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.21. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the performance of this Subcontract.
- D.22. Governing Law. This Subcontract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Vendor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in

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actions that may arise under this Subcontract. The Vendor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.23. Completeness. This Subcontract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Subcontract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Subcontract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Subcontract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Subcontract.
- D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Subcontract. The Vendor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.27. Debarment and Suspension. The Vendor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Subcontract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Subcontract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.28. 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 Vendor by UWGN or acquired by the Grant Vendor on behalf of UWGN that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Vendor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Vendor 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. Vendor 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.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Printing Authorization. The Vendor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Subcontract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

Work Papers Subject to Review. The Vendor shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Subcontract.

E4 Personally Identifiable Information. While performing its obligations under this Subcontract, Vendor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Subcontract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Vendor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Vendor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Vendor and in accordance with this Subcontract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Vendor shall immediately notify State: (1) of any disclosure or use of any PII by Vendor or any of its employees, agents and representatives in breach of this Subcontract; and (2) of any disclosure of any PII to Vendor or its employees, agents and representatives where the purpose of such disclosure is not known to Vendor or its employees, agents and representatives. The State reserves the right to review Vendor's policies and procedures used to maintain the security and confidentiality of PII and Vendor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Vendor is in full compliance with its obligations under this Subcontract in relation to PII. Upon termination or expiration of the Subcontract or at the State's direction at any time in its sole discretion, whichever is earlier, Vendor shall immediately return to the State any and all PII which it has received under this Subcontract and shall destroy

all records of such PII.

The Vendor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Vendor ("Unauthorized Disclosure") that come to the Vendor's attention. Any such report shall be made by the Vendor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Vendor. Vendor shall take all necessary measures to halt any further Unauthorized Disclosures. The Vendor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Vendor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Subcontract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Subcontract.

- E.5. **Federal Funding Accountability and Transparency Act (FFATA).** This Grant requires the Vendor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Vendor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Vendor provides information to the State as required.

The Vendor shall comply with the following:

- a. **Reporting of Total Compensation of the Vendor's Executives.**
- (1) The Vendor shall report the names and total compensation of each of its five most highly compensated executives for the Vendor's preceding completed fiscal year, if in the Vendor's preceding fiscal year it received:
 - i. 80 percent or more of the Vendor's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Vendor's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Vendor must report executive total compensation described above to the State by the end of the month during which this Subcontract is established.
 - c. If this Subcontract is amended to extend the Term, the Vendor must submit an executive total compensation report to UWGN by the end of the month in which the amendment to this Subcontract becomes effective.

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

E.8. Title VI Civil Rights. The Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11(c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:

Cynthia Croom 11/13/2020
 VENDOR SIGNATURE DATE

Cynthia Croom - Executive Director
 PRINTED NAME AND TITLE OF VENDOR SIGNATORY (above)

UNITED WAY OF GREATER NASHVILLE:

Brian Hassett 11.13.2020
 INTERMEDIARY SIGNATURE DATE

Brian HASSETT 11.13.2020
 PRINTED NAME AND TITLE DATE
 President
 CEO

**SIGNATURE PAGE
FOR
UNITED WAY SNAP SUBCONTRACT**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

See Previous Page

Cynthia Croom, Ed. D., Executive Director
Metropolitan Action Commission

Date

LaVoneia C. Steele

LaVoneia C. Steele, Ed.D., Chair
Metropolitan Action Commission

Date

11/17/2020

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crambo/mjw

Kevin Crambo, Director
Department of Finance

6/23/2021

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

Director of Risk Management Services

6/23/2021

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Mackie Ste...

Metropolitan Attorney

6/23/2021

Date

FILED:

Metropolitan Clerk

Date

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ATTACHMENT A**GRANT BUDGET****PART I - LINE ITEM S**

BUDGET LINE ITEMS	SUBCONTRACT	VENDOR MATCH	TOTAL PROJECT
SNAP Program Funds 50%	\$135,544.00		\$271,087.00
VENDOR MATCH REQUIREMENT*		\$135,544.00	\$135,544.00
TOTAL	\$135,544.00	\$135,544.00	\$271,087.00

*A Vendor Match Requirement is detailed by this Grant Budget, and the maximum total amount refundable by the State pursuant to this Subcontract, as detailed by the "Total Project" column above, shall be reduced by the amount of any Vendor failure to meet the Match Requirement