

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc., Contract #437356, August 16, 2023

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
The Contributor Inc.**

This Grant Contract issued and entered into pursuant to Resolution RS2023 _____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and The Contributor, Inc., ("Recipient"), is for the provision of Critical Time Intervention Services, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to:

Ensure that individuals are connected to supportive services that will address barriers to maintaining housing and achieving self-sufficiency including but not limited to case management, access to mental health and substance use disorder treatment and recovery, screenings for and assistance with applying for mainstream benefits, primary health care, peer support, medication management, outpatient, intensive community treatment, psychosocial rehab, transportation, life skills coaching, employment assistance or resources and SOAR enrollment assistance.

The primary focus of case management is to provide supportive services that promote self-sufficiency to ensure long-term housing retention to veterans experiencing homelessness, including chronic homelessness, as well as non-veterans experiencing literal homelessness, who were assessed through the Coordinated Entry system as having high acuity levels and needs.

Requirements

1. The Recipient must develop and implement an array of integrated services and supports designed to reduce homelessness and chronic homelessness among the population of focus and to offer this population treatment and recovery-oriented care for substance use and mental health disorders.
2. The Recipient must provide application assistance to facilitate enrollment in mainstream benefits such as TennCare, Behavioral Health Safety Net, Supplemental Nutrition Assistance Plan, SSI/SSDI, Veterans' Affairs Supportive Housing, and other federal benefits to ensure support from all alternative funding sources.
3. Recipient must have existing relationships with both TennCare providers and TDMHSAS Behavioral Healthy Safety Net providers which are committed to ensuring that the recipient's clients have a streamlined process for screening and TennCare applications.
4. The Recipient must ensure that services observe the Housing First practice, where sobriety is a not a condition for eligibility nor excludes one from housing opportunities.
5. The Recipient must use Critical Time Intervention (CTI), an evidence based social work practice, as the model of case management. The foundation of the CTI practice is promoting the development of independent living skills while building robust networks of support in the community, leading to eventual self-reliance on oneself and their ability to navigate their community support system. Responsibilities and practices related to CTI include: Following a service delivery plan that is broken into a step down model of three defined phases of CTI over the course of 9 months; creating an individual-centered recovery plan that includes in-home visits; adhering to a housing first approach, while providing support services to help individuals move to sustainable housing; completing training on CTI, as determined by the Office of Homeless Services within the first 30 days of the contract period.

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6. The Recipient may utilize an alternative case management model for up to 20% of all referred individuals as some may require more or less intensity of case management based on their specific needs. Documentation of the clinical rationale for an alternative case management plan and the expected frequency of case management contact shall be included in the client record and made available for review during program monitoring and/or quarterly meetings.
7. The Recipient must utilize the Nashville/Davidson County Coordinated Entry system for all referrals for this program.
8. The Recipient will develop relationships with organizations providing housing navigation services to establish a warm hand-off procedure and assist with lease signing and move-in when appropriate.
9. The Recipient must utilize the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) to assess potential program participant's chronicity and medical vulnerability. This assessment will become the foundation basis for developing an individualized CTI plan.
10. The Recipient must participate in on-site monitoring visits as well as quarterly face-to-face meetings with the Metropolitan Office of Homeless Services staff to assess program service delivery data, overall goal progression, and adherence to the established policies and procedures and fidelity to the CTI service delivery model.
11. The Recipient must agree to serve an average of 75 program participants per program year; participants will require a higher occurrence of services during the first phase of their CTI plan. These referrals will be allocated as follows:
 - A. 15% of the referrals (approximately 11 households) will be sourced from The Contributor Program
 - B. 85% of the referrals (approximately 64 households) will be obtained through the CE Referral Program.
 - C. The CTI program will strictly adhere to the Critical Time Intervention model which is 9 months of support services, which may extend to 12 months according to CTI best practices. Therefore, this grant spans a 9-month program within a 12-month grant period. The program is structured into three distinct 3-month phases. To optimize the onboarding process and ensure effectiveness, best practices dictate that the intake of new participants will be staggered, enrolling 25 new individuals per quarter.
 - D. It is projected that 20% of the program participants will require continued assistance beyond the 9-month program duration. During the 4th quarter evaluation, the Office of Homeless Services (OHS) will collaborate with the Recipient to facilitate referrals to the appropriate programs to address the ongoing needs of these individuals.

All participants must be entered in the Homeless Management Information System and all services provided must be documented in the Homeless Management Information System (HMIS).

12. The Recipient must identify for potential program participants, any alternative funding sources to cover costs for any, or all, of the support services that were identified as a need during the initial assessment, in order to maximize treatment and support services available within the community.
13. The Recipient will make every effort to hire and engage a Certified Recovery Peer Specialist. Certification qualification can be found at www.tn.gov/behavioral-health.
14. The Recipient will be required to submit a monthly financial report to the Office of Homeless Services and a quarterly program report to the Office of Homeless Services.
15. The Recipient will be required to have staff hired and be delivering services by **September 1, 2023**.

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- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on September 1, 2023 and ending on August 31, 2024. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed three hundred and fifty-five thousand dollars (\$355,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Upon progress toward the completion of the services as described in section A, the Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by September 15, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by October 15, 2024, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's Invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
1. D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient. Should the recipient fail to properly perform its obligations under this Contract or if the Agency violates any terms of this Contract, Metro shall have the right to immediately terminate the Contract and the Agency shall return to Metro any and all Contract monies for services or programs under the Contract not performed as the of termination date. The Agency shall also return to Metro any and all funds expended for purposes contrary to the terms of the Contract. Such termination shall not relieve the Agency of any liability to Metro for damages sustained by virtue of any breach by the Agency.

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- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least ninety (90) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subrecipients, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subrecipient, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and grantees, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours. Monitoring shall be conducted on a quarterly basis at the following dates:

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December 1, 2023

March 1, 2024

June 3, 2024

Final audit within 45 days of the end of the performance period, October 15, 2024

- D.11. **Reporting.** The Recipient must submit an Interim Program Report, to be received by April Calvin, by no later than March 15, 2024, and a Final Program Report, to be received by October 15, 2024, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
2. D.13. **Insurance.** During the term of this Contract, Recipient shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.
- a. **Commercial General and Umbrella Liability Insurance.** Recipient shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement. Such insurance shall:
 - I. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent recipients, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - II. Include The Metropolitan Government of Nashville and Davidson County as an insured party under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - b. **Automobile Liability Insurance,** including vehicles owned, hired, and non-owned, with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Recipient in the performance of this contract.
 - c. **Workers' Compensation Insurance.** Recipient shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other

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applicable laws and employers' liability insurance with limits of not less than \$100,000. Recipient shall require each of its subrecipients to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Recipient's workers' compensation insurance coverage.

- d Professional Liability Insurance with limits of not less than \$1,000,000.00.
- e Other Insurance Requirements. Recipient shall:
 - i. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, Metropolitan Courthouse, Suite 108, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium. Metro shall not be obligated, however, to review such insurance certificates, policies and/or endorsements, or to advise Recipient of any deficiencies in such documents, and receipt of such documents shall not relieve Recipient from or be deemed a waiver of Metro's right to insist on strict fulfillment of Recipient's obligation herein.
 - ii. Provide certified copies of endorsements and policies if requested by Metro.
 - iii. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
 - iv. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
 - v. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.
 - vi. Require all subrecipients to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subrecipient's employees are covered by Recipient's insurance) in the same manner as specified for Recipient. Recipient shall furnish subrecipients' certificates of insurance to Metro prior to the commencement of subrecipients' work. The General Recipient's commercial general liability insurance should not include CG 2294 or CGT 2295.
 - vii. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.
 - viii. If the Recipient has or obtains primary and umbrella policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies.
 - ix. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Recipient for Metro.

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- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 15. **Independent Recipient.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 16. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent recipients, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent recipients, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
 - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
 - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.17. **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 as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. 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. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.18. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.19. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.20. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

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D.21. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.22. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

D. 23. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.24. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subrecipient under a contract to the prime recipient or higher tier subrecipient or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
April Calvin
Director
Office of Homeless Services
Email: april.calvin@nashville.gov

For enquiries regarding invoices:
Matt Egbert
Assistant Director of Finance
Office of Homeless Services
Email: matt.egbert@nashville.gov

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Recipient

Cathy Jennings, Executive Director
The Contributor, Inc.
P.O. Box 332023
Nashville, TN 37203
615-829-6829

D.26. Lobbying. The Recipient 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

D.27. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.

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- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.28. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director of Finance

APPROVED AS TO FORM AND
LEGALITY

Metropolitan Attorney

RECIPIENT: The Contributor Inc.

By: _____

Title: Chair, Board of Directors

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

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RECIPIENT:

THE CONTRIBUTOR INC.

BY: Cathy Jennings
Cathy Jennings, Executive Director

See attached
CA Jurat
08-16-2023
AV.

Sworn to and subscribed to before me, a
Notary Public, this 16th
day of August, 2023,
by Cathy Jennings, the
Executive Director of
RECIPIENT and duly authorized to execute
this instrument on RECIPIENT's behalf.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

~~_____

_____~~

Signature of Document Signer No. 1

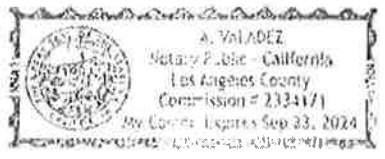
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me
 on this 16th day of August, 2023,
 by Cathy Jennings
Date Month Year

(1) _____
 (and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature A. Valadez
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Contract Document Date: 08-16-2023
 Number of Pages: 13 Signer(s) Other Than Named Above: _____

Grant contract between the Metropolitan Government of Nashville and Davidson County and The Contributor, Inc., Contract #437356, August 16, 2023

Contract Budget

Summary Budget for
9/1/2023 through 8/31/2024

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GRANT SPENDING PLAN**

RECIPIENT NAME:	The Contributor, Inc.
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: September 1, 2023 through August 31, 2024

EXPENSE LINE-ITEM CATEGORY	OBJECT	METRO GRANT FUNDS	RECIPIENT MATCH	TOTAL PROJECT
Salaries and Wages		\$260,000		\$260,000
Benefits and Taxes		47,000		\$47,000
Professional Fees		0		\$0.00
Supplies		6,000		\$6,000
Communications		0		\$0.00
Postage and Shipping		0		\$0.00
Occupancy		8,400		\$8,400
Equipment Rental and Maintenance		1,000		\$1,000
Printing and Publications		0		\$0.00
Travel/ Conferences and Meetings		20,000		\$20,000
Insurance		2,600		\$2,600
Specific Assistance to Individuals		10,000		\$10,000
Other Non-Personnel		0		\$0.00
GRAND TOTAL		\$355,000	\$0.00	\$355,000