
GRANT SUMMARY SHEET

Grant Name: Low Income Home Energy Assistance Program (LIHEAP) 23-10
22-24 Amend. 1

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

Total Award this Action: \$4,327,724.78

Cash Match Amount \$0.00

Department Contact: Marvin Cox, Family & Community Services Program Director
862-8860

Status: AMENDMENT

Program Description:

The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. The FY 24 Metro Budget spending authority includes \$11,446,800 spending authority. \$7,122,622.69 has already been expended. This Amendment is adding \$4,327,724.78 to the previous amount of \$5,619,242.00 for a grand total of \$9,946,966.78. The total requested for appropriation is \$3,547.47.

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

| | | | | | | | |
|---|---|---|--------------------------|---|--|--|------------|
| Pre-Application <input type="radio"/> | | Application <input type="radio"/> | | Award Acceptance <input type="radio"/> | | Contract Amendment <input checked="" type="radio"/> | |
| Department | Dept. No. | Contact | | | | Phone | Fax |
| METRO ACTION | 075 | Marvin Cox, Family & Community Services Program Director | | | | 862-8860 | 862-8870 |
| Grant Name: | Low Income Home Energy Assistance Program (LIHEAP) 23-10 22-24 Amend. 1 | | | | | | |
| Grantor: | U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | | | Other: | |
| Grant Period From: | 10/01/22 | (applications only) Anticipated Application Date: | | | | | |
| Grant Period To: | 09/30/24 | (applications only) Application Deadline: | | | | | |
| Funding Type: | FED PASS THRU | Multi-Department Grant | | <input type="checkbox"/> If yes, list below. | | | |
| Pass-Thru: | TN HOUSING DEVELOPMENT AGENCY | Randall Funding Project: | | <input type="checkbox"/> | | | |
| Award Type: | FORMULA | Total Award: | | \$4,327,724.78 | | | |
| Status: | AMENDMENT | Metro Cash Match: | | \$0.00 | | | |
| Metro Category: | Est. Prior. | Metro In-Kind Match: | | \$0.00 | | | |
| CFDA # | 93.568 | Is Council approval required? | | <input type="checkbox"/> | | | |
| Project Description: | Applic. Submitted Electronically? | | <input type="checkbox"/> | | | | |
| <p>The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. The FY 24 Metro Budget spending authority includes \$11,446,800 spending authority. \$7,122,622.69 has already been expended. This Amendment is adding \$4,327,724.78 to the previous amount of \$5,619,242.00 for a grand total of \$9,946,966.78. The total requested for appropriation is \$3,547.47.</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 | | 0.0% | | % of Grant | |
| | | | | | | Other: <input type="checkbox"/> | |
| Explanation for "Other" means of determining match: | | | | | | | |
| | | | | | | | |
| For this Metro FY, how much of the required local Metro cash match: | | | | | | | |
| Is already in department budget? | | \$0.00 | | Fund | | Business Unit | |
| Is not budgeted? | | \$0.00 | | Proposed Source of Match: | | | |
| (Indicate Match Amount & Source for Remaining Grant Years in Budget Below) | | | | Requested from Cont. Match Fund: | | | |
| Other: | | | | | | | |
| Number of FTEs the grant will fund: | | 6.30 | | Actual number of positions added: | | 0.00 | |
| Departmental Indirect Cost Rate | | 14.86% | | Indirect Cost of Grant to Metro: | | \$559,898.92 | |
| *Indirect Costs allowed? | | <input checked="" type="radio"/> Yes <input type="radio"/> No | | % Allow. | | 8.00% | |
| | | | | Ind. Cost Requested from Grantor: | | \$320,572.21 | |
| *(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions) | | | | | | | |
| Draw down allowable? <input type="checkbox"/> | | | | | | | |
| Metro or Community-based Partners: | | | | | | | |

Part Two

| Grant Budget | | | | | | | | | | |
|-----------------------------|-------------------|-----------------|----------------|---------------|----------------------|-------------------------|---------------------|-----------------------|------------------------|-----------------------------|
| Budget Year | Metro Fiscal Year | Federal Grantor | State Grantor | Other Grantor | Local Match Cash | Match Source (Fund, BU) | Local Match In-Kind | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor |
| Yr 1 | FY24 | | \$4,327,724.78 | | | | | \$4,327,724.78 | \$559,898.92 | \$320,572.21 |
| Yr 2 | | | | | | | | | | |
| Yr 3 | | | | | | | | | | |
| Yr 4 | | | | | | | | | | |
| Yr 5 | | | | | | | | | | |
| Total | | | \$4,327,724.78 | \$0.00 | \$0.00 | | \$0.00 | \$4,327,724.78 | \$559,898.92 | \$320,572.21 |
| Date Awarded: | | | | 09/27/23 | Tot. Awarded: | | \$4,327,724.78 | Contract#: | | LIHEAP 23-10 Amend. 1 |
| (or) Date Denied: | | | | | Reason: | | | | | |
| (or) Date Withdrawn: | | | | | Reason: | | | | | |

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
10/17/23

GCP Approved
10/17/23

VW

**FIRST AMENDMENT TO
GRANT CONTRACT LIHEAP-23-10
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY,
AND
METROPOLITAN ACTION COMMISSION**

WHEREAS, the Tennessee Housing Development Agency ("THDA") and Metropolitan Action Commission ("Grantee"), collectively, the "Parties," entered into a Grant Contract for funding under the Low Income Home Energy Assistance Program ("LIHEAP"), which has an effective date of October 1, 2022; and

WHEREAS, THDA was subsequently awarded additional, supplemental LIHEAP funds.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph C.1. is hereby deleted in its entirety and replaced with:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed NINE MILLION, NINE HUNDRED FORTY-SIX THOUSAND, NINE HUNDRED SIXTY-SIX AND 78/100 DOLLARS (\$9,946,966.78) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant 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 Grantee.
2. All other references to the Maximum Liability or the amount of the Grant Contract are hereby replaced with the above amended Maximum Liability.
3. Attachment A is hereby deleted in its entirety and the revised Attachment A budget is attached hereto and is incorporated herein by this reference.
4. The other terms and provisions not amended herein remain in full force and effect.

METROPOLITAN ACTION COMMISSION:

BY: DocuSigned by:
Cynthia Croom
 ITS: DR. CYNTHIA CROOM
 EXECUTIVE DIRECTOR

DATE: 9/27/2023 | 11:47 AM CDT

[THDA SIGNATURE ON NEXT PAGE]

5,619,242.00 LIHEAP
 4,327,724.78 Amendment #1
 9,946,966.78

[TENNESSEE HOUSING DEVELOPMENT AGENCY SIGNATURE PAGE]

TENNESSEE HOUSING DEVELOPMENT AGENCY:

DocuSigned by:
Don Watt
BY: _____
DON WATT
ITS: CHIEF PROGRAMS OFFICER

DATE: 9/27/2023 | 3:22 PM CDT

**SIGNATURE PAGE FOR
LOW INCOME HOME ENERGY ASSISTANCE
PROGRAM 23-10, FY24 (LIHEAP)
AMENDMENT 1**

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

9/28/2023
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbocker
Department of Finance

10/24/2023 | 1:50 PM CDT
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cole
Director of Insurance

10/25/2023 | 3:15 PM CDT
Date

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Metropolitan Attorney

10/25/2023 | 3:14 PM CDT
Date

Freddie O'Connell Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT A
LIHEAP 23**BUDGET/AMENDMENT FORM****GRANTEE NAME:** METROPOLITAN ACTION COMMISSION**CONTRACT NUMBER:** LIHEAP 23-10**ALLOCATION AMOUNT:** \$9,946,966.78

| BUDGET COST CATEGORIES | Administrative Costs | Direct Program Support Costs | Total Program Costs |
|--|-----------------------------|-------------------------------------|----------------------------|
| A. Personnel/ Non Personnel | \$736,812.35 | \$338,640.24 | \$1,075,452.59 |
| 14. Outreach (up to 2%) | | | \$ - |
| 15. Energy Conservation Education (up to 2%) | | | \$ - |
| A. Subtotal Personnel/Non Personnel | \$736,812.35 | \$338,640.24 | \$1,075,452.59 |
| B. Direct Assistance to Individuals | | | |
| 1. Direct Assistance to Individuals | | \$8,871,514.19 | |
| B. Subtotal Direct Assistance | | \$8,871,514.19 | \$8,871,514.19 |
| Total Request | \$736,812.35 | \$9,210,154.43 | \$9,946,966.78 |

GRANT SUMMARY SHEET

Grant Name: Low Income Home Energy Assistance Program (LIHEAP) 23-10
22-24

Department: METRO ACTION

Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor
(If applicable):** TN HOUSING DEVELOPMENT AGENCY

Total Award this Action: \$5,619,242.00

Cash Match Amount \$0.00

Department Contact: Marvin Cox, Family & Community Services Program Director
862-8860

Status: CONTINUATION

Program Description:

The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. The FY 24 Metro Budget spending authority already includes enough in the amount of \$5,619,242 of 100%

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

| | | | | | | | |
|---|-----------|--|--|--|--|---|----------|
| Pre-Application <input type="radio"/> | | Application <input type="radio"/> | | Award Acceptance <input checked="" type="radio"/> | | Contract Amendment <input type="radio"/> | |
| Department | Dept. No. | Contact | | | | Phone | Fax |
| METRO ACTION | 075 | Marvin Cox, Family & Community Services Program Director | | | | 862-8860 | 862-8870 |
| Grant Name: | | Low Income Home Energy Assistance Program (LIHEAP) 23-10 22-24 | | | | | |
| Grantor: | | U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | | Other: | |
| Grant Period From: | | 10/01/22 | | <small>(applications only)</small> Anticipated Application Date: | | | |
| Grant Period To: | | 09/30/24 | | <small>(applications only)</small> Application Deadline: | | | |
| Funding Type: | | FED PASS THRU | | Multi-Department Grant | | <input type="checkbox"/> If yes, list below. | |
| Pass-Thru: | | TN HOUSING DEVELOPMENT AGENCY | | Randall Funding Project: | | <input type="checkbox"/> | |
| Award Type: | | FORMULA | | Total Award: | | \$5,619,242.00 | |
| Status: | | CONTINUATION | | Metro Cash Match: | | \$0.00 | |
| Metro Category: | | Est. Prior. | | Metro In-Kind Match: | | \$0.00 | |
| CFDA # | | 93.568 | | Is Council approval required? | | <input type="checkbox"/> | |
| Project Description: | | | | Applic. Submitted Electronically? | | <input type="checkbox"/> | |
| <p>The Low Income Home Energy Assistance Program (LIHEAP) helps keep families safe and healthy through initiatives that assist families with energy costs. The FY 24 Metro Budget spending authority already includes enough in the amount of \$5,619,242 of 100%</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 | | 0.0% | | % of Grant | |
| | | | | | | Other: <input type="checkbox"/> | |
| Explanation for "Other" means of determining match: | | | | | | | |
| | | | | | | | |
| For this Metro FY, how much of the required local Metro cash match: | | | | | | | |
| Is already in department budget? | | \$0.00 | | Fund | | Business Unit | |
| Is not budgeted? | | \$0.00 | | Proposed Source of Match: | | | |
| (Indicate Match Amount & Source for Remaining Grant Years in Budget Below) | | | | Requested from Cont. Match Fund: | | | |
| Other: | | | | | | | |
| Number of FTEs the grant will fund: | | 6.30 | | Actual number of positions added: | | 0.00 | |
| Departmental Indirect Cost Rate | | 14.86% | | Indirect Cost of Grant to Metro: | | \$726,988.82 | |
| *Indirect Costs allowed? | | <input checked="" type="radio"/> Yes <input type="radio"/> No | | % Allow. | | 8.00% | |
| | | | | Ind. Cost Requested from Grantor: | | \$416,240.15 | |
| *(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions) | | | | | | | |
| Draw down allowable? <input type="checkbox"/> | | | | | | | |
| Metro or Community-based Partners: | | | | | | | |

Part Two


| Grant Budget | | | | | | | | | | |
|-----------------------------|-------------------|-----------------|----------------|---------------|----------------------|-------------------------|---------------------|-----------------------|------------------------|-----------------------------|
| Budget Year | Metro Fiscal Year | Federal Grantor | State Grantor | Other Grantor | Local Match Cash | Match Source (Fund, BU) | Local Match In-Kind | Total Grant Each Year | Indirect Cost to Metro | Ind. Cost Neg. from Grantor |
| Yr 1 | FY24 | | \$5,619,242 | | | | | \$5,619,242.00 | \$726,988.82 | \$416,240.15 |
| Yr 2 | | | | | | | | | | |
| Yr 3 | | | | | | | | | | |
| Yr 4 | | | | | | | | | | |
| Yr 5 | | | | | | | | | | |
| Total | | | \$5,619,242.00 | \$0.00 | \$0.00 | | \$0.00 | \$5,619,242.00 | \$726,988.82 | \$416,240.15 |
| Date Awarded: | | | | 09/28/23 | Tot. Awarded: | | \$5,619,242.00 | Contract#: | | LIHEAP 23-10 |
| (or) Date Denied: | | | | | Reason: | | | | | |
| (or) Date Withdrawn: | | | | | Reason: | | | | | |

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
10/17/23

GCP Approved
10/17/23

VW

| | | | | | |
|---|-----------------|---|--------------------------|-------------------------|------------------------------------|
|  <h2 style="margin: 0;">GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p> | | | | | |
| Begin Date | End Date | Agency Tracking # | Edison ID | | |
| October 1, 2022 | October 1, 2024 | 31620-00734 | 75981 | | |
| Grantee Legal Entity Name | | | | Edison Vendor ID | |
| Metropolitan Action Commission | | | | 4 | |
| Subrecipient or Recipient | | Assistance Listing Number CFDA # 93.568 | | | |
| <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient | | Grantee's fiscal year end | | | |
| Service Caption (one line only) 2023 Low Income Home Energy Assistance Program (LIHEAP) | | | | | |
| Funding — | | | | | |
| FY | State | Federal | Interdepartmental | Other | TOTAL Grant Contract Amount |
| 2023 | \$5,619,242.00 | | | | \$5,619,242.00 |
| | | | | | |
| TOTAL: | \$5,619,242.00 | | | | \$5,619,242.00 |
| Ownership/Control | | | | | |
| <input type="checkbox"/> Minority Business Enterprise (MBE): <div style="margin-left: 40px;"> <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </div> <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other: | | | | | |
| Grantee Selection Process Summary | | | | | |
| <input type="checkbox"/> Competitive Selection | | | | | |
| <input checked="" type="checkbox"/> Non-competitive Selection | | The LIHEAP funds are awarded to community service agencies as required by the LIHEAP regulations. The funds are allocated to all 95 counties based primarily on the rolling percentage of the federal poverty level in that county. | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | | | CPO USE - GR | |
| Speed Chart (optional) | | Account Code (optional) | | | |
| | | | | | |

**GRANT CONTRACT LIHEAP- 23-10
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY,
AND
METROPOLITAN ACTION COMMISSION**

This Grant Contract, by and between the State of Tennessee, the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State," and Metropolitan Action Commission, hereinafter referred to as the "Grantee," is for the provision of the Low Income Home Energy Assistance Program, as further defined in the "SCOPE OF SERVICES."

The Grantee is a Government Entity.

Grantee Place of Incorporation or Organization: Davidson County, TN

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall administer the LIHEAP Program and its fiscal responsibilities in accordance with all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars, and all THDA program and fiscal policies including the LIHEAP Operational Manual for Regular and Crisis Assistance.
- A.3. The Grantee shall prioritize assistance, as well as the level of assistance, based on the energy burden, income, size of applicant households, and the presence of vulnerable household members (i.e., the frail elderly, individuals with disabilities, and young children).
- A.4. The Grantee shall submit a new, or updated, LIHEAP Operational Plan to the State for approval on a date defined by the State for the contract period, utilizing a template provided by the State. Any subsequent changes to an approved Operational Plan will require approval by the State.
- A.5. The Grantee shall use minimum and maximum Energy Assistance benefit levels as prescribed by the State.
- A.6. The Grantee shall administer a crisis component, utilizing a minimum of 10% of the funds allocated on the "Specific Assistance to Individuals" line of the Grant Budget, attached hereto. Any exception to this minimum amount will require written approval by the Community Programs Division of Tennessee Housing Development Agency (THDA).
- A.7. The Grantee shall ensure that a reasonable amount of crisis funds, based on data from prior years, shall be reserved until March 15 of each program year for the crisis component.
- A.8. The Grantee shall continuously accept and process applications for crisis assistance throughout the contract period provided funds are available. If there are not funds available in the crisis component, the application may be processed as a regular LIHEAP application in accordance with the Grantee's State approved Operational Plan.
- A.9. The Grantee shall use a State approved application for service as submitted in the agency's Operational Plan. The Grantee will also accept standard applications for LIHEAP service originating from THDA's website.
- A.10. The Grantee shall make payments for the crisis component within timeframes set forth by the State, subject to funding availability.

- A.11. The Grantee may provide regular or crisis assistance to individuals once per program year up to the maximum benefit amount per household as defined by the State.
- A.12. The Grantee shall immediately provide any applicant an application for LIHEAP participation upon request for services, including mailing of applications to clients who cannot come into the office.
- A.13. The Grantee shall accept applications for regular LIHEAP assistance as determined by the State, and as described in their State approved Operational Plan.
- A.14. The Grantee shall evaluate and determine eligibility (approval or denial), and notify clients within thirty (30) calendar days or intake month of receipt of application.
- A.15. The Grantee shall provide regular LIHEAP assistance to eligible clients within ninety (90) calendar days or less from receipt of the client's application in accordance with the grantee's State approved Operational Plan. The Grantee's provision of services is contingent upon the availability of funding. The applicant must be notified in writing regarding benefit level and date of service.
- A.16. The Grantee shall assist applicants, as needed, with the completion of their applications.
- A.17. The Grantee shall determine eligibility for assistance based on applicable federal income guidelines, and applicable policies as defined by the State.
- A.18. The Grantee shall maintain a waiting list according to State policies and procedures of eligible clients by county, for a period determined by the State, when available contract funds are expended.
- A.19. The Grantee shall utilize and update the State approved database with all required information in a timely manner, as prescribed by the State.
- A.20. The Grantee shall submit supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon agency submission of required documentation as prescribed by the State.
- A.21. The Grantee shall issue benefit payments to energy suppliers in a timely manner, as described in the Agency's State approved Operational Plan.
- A.22. The Grantee shall not pay LIHEAP benefits directly to a client.
- A.23. The Grantee shall conduct outreach as outlined in the agency's State approved Operational Plan.
- A.24. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur as defined in the agency's State approved Operational Plan.
- A.25. The Grantee shall employ a procedure for client appeals based on those described in the LIHEAP federal application and must list those procedures in the Agency's State approved Operational Plan. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.26. The State, at its discretion, may visit the Grantee at any time to review records or programs.
- A.27. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on October 1, 2022 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Million, Six Hundred Nineteen Thousand, Two Hundred Forty-Two and 00/100 Dollars (\$5,619,242.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant 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 Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant 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 Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant 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 Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee 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 Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Housing Development Agency
Community Programs Division – LIHEAP
Andrew Jackson Building
502 Deaderick St., Third Floor
Nashville, TN 37243

- 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 Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Housing Development Agency, Community Programs Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).

- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
- i. The amount requested by Grant 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 Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were paid or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement

under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee 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 Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract 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.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State 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.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. 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 Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State - Supplier Maintenance an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the THDA. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State - Supplier Maintenance, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the THDA the THDA-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. **Subcontracting.** The Grantee shall 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 the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee 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.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Don Watt, Chief Programs Officer
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243
dwatt@thda.org
Telephone # (615) 815-2030
FAX # (615) 564-1292

The Grantee:

Cynthia Croom, Executive Director
Metropolitan Action Commission
802 2nd Avenue North Nashville, TN 37201
Cynthia.Croom@nashville.gov
Telephone # (615) 862-8860
FAX # (615) 880-2397

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract 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, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee 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 Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract 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. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee 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 by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee 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 Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, 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 Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee 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 Grantee 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.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee 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 Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State.

- D.20. Procurement. If other terms of this Grant Contract 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 Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. 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 Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, 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).

- D.21. Strict Performance. Failure by any party to this Grant Contract 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 Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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 Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee 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 Grant Contract or otherwise. The State's total liability under this Grant Contract (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 Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. 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 or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth 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 default under this Grant Contract 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State 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 Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee 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 Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract 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 Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee 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.30. 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.
- D.31. Severability. If any terms and conditions of this Grant Contract 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 Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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 Grant Contract. The Grantee 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.34. Debarment and Suspension. The Grantee 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 Grant Contract 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State 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.35. 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 Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee 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. Grant Grantee 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 Grant Contract.

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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the

Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.

Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers' compensation and employer liability insurance, the Grantee shall maintain:

- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- g. Lower Limits. If the Grantee has limits lower than what are outlined above, Grantee shall provide THDA with a written attestation from its insurance provider that Grantee's current limits of coverage are adequate for the size of the entity and the activities it is engaged in.

E.3. **Prohibited Advertising.** The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "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"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee 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 Grantee and in accordance with this Grant Contract, 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee 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 Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, 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 Grantee 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 Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Work Papers Subject to Review. The Grantee 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 Grant Contract.

- E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the ACF U.S. Department of Health and Human Services and the Region 4 Office of the Environmental Protection Agency.
- E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.10. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee'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 Grantee'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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

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

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:

DocuSigned by:

 49C4C2BB721F4B5

9/27/2023 | 11:47 AM CDT

DR. CYNTHIA CROOM, EXECUTIVE DIRECTOR

DATE

[THDA SIGNATURE PAGE ON NEXT PAGE]

[THDA SIGNATURE PAGE]

TENNESSEE HOUSING DEVELOPMENT AGENCY:

DocuSigned by:
Don Watt
3631C752E82C443

9/27/2023 | 3:22 PM CDT

DON WATT, CHIEF PROGRAMS OFFICER

DATE

**SIGNATURE PAGE FOR
LOW INCOME HOME ENERGY ASSISTANCE
PROGRAM 23-10, FY24 (LIHEAP)**

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

9/28/2023

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/MPW

Department of Finance

10/24/2023 | 1:50 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:

Balaguer Cobb

Director of Insurance

10/25/2023 | 3:15 PM CDT

Date

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan

Metropolitan Attorney

10/25/2023 | 3:14 PM CDT

Date

FILE:

Metropolitan Clerk

Date

ATTACHMENT A
LIHEAP 23

| BUDGET/AMENDMENT FORM | |
|---|-----------------------|
| GRANTEE NAME: Metropolitan Action Commission | |
| CONTRACT NUMBER: 23-01 | |
| ALLOCATION AMOUNT: | \$5,619,242.00 |

| BUDGET COST CATEGORIES | Administrative Costs | Direct Program Support Costs | Total Program Costs |
|--|-----------------------------|-------------------------------------|----------------------------|
| A. Personnel/ Non Personnel | \$416,240.15 | | \$416,240.15 |
| 14. Outreach (up to 2%) | | | \$ - |
| 15. Energy Conservation Education (up to 2%) | | | \$ - |
| A. Subtotal Personnel/Non Personnel | \$416,240.15 | \$ - | \$416,240.15 |
| B. Direct Assistance to Individuals | | | |
| 1. Direct Assistance to Individuals | | \$5,203,001.85 | |
| B. Subtotal Direct Assistance | | \$5,203,001.85 | \$5,203,001.85 |
| Total Request | \$416,240.15 | \$5,203,001.85 | \$5,619,242.00 |

ATTACHMENT B**Federal Award Identification Worksheet**

| | |
|---|---|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)) | Metropolitan Action Commission |
| Subrecipient's Unique Entity Identifier (SAM) | 0782176683QKW8 |
| Federal Award Identification Number (FAIN) | 2302TNLIEA, 2302TNLIEE, and 2302TNLIEI |
| Federal award date | November 1, 2022 |
| Subaward Period of Performance Start and End Date | October 1, 2022 |
| Subaward Budget Period Start and End Date | October 1, 2022 – September 30, 2024 |
| Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title. | 93.568 – Low Income Home Energy Assistance Program |
| Grant contract's begin date | October 1, 2022 |
| Grant contract's end date | September 30, 2024 |
| Amount of federal funds obligated by this grant contract | \$5,619,001.85 |
| Total amount of federal funds obligated to the subrecipient | \$5,619,001.85 |
| Total amount of the federal award to the pass-through entity (Grantor State Agency) | \$109,840,176 |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | To assist eligible households reduce the costs associated with home energy bills, energy crisis, weatherization, and minor energy-related home repairs. |
| Name of federal awarding agency | U.S. Department of Health and Human Services |
| Name and contact information for the federal awarding official | Jolleen George Deputy Director Office of Community Services jolleen.george@acf.hhs.gov (202) 401-4830 |
| Name of pass-through entity | Tennessee Housing Development Agency |
| Name and contact information for the pass-through entity awarding official | Ralph M. Perrey Executive Director rperrey@thda.org (615) 815-2015 |
| Is the federal award for research and development? | NO |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | |

Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: 40D3FE01D4E44894B5B284D1B840DB5B | Status: Completed |
| Subject: Complete with DocuSign: MAC LIHEAP FY24 23-10 22-24 Original and Amend. 1 Council Mtg. 11/07/23 | |
| Source Envelope: | |
| Document Pages: 35 | Signatures: 9 |
| Certificate Pages: 15 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Vaughn Wilson |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 730 2nd Ave. South 1st Floor |
| | Nashville, TN 37219 |
| | Vaughn.wilson@nashville.gov |
| | IP Address: 170.190.198.185 |

Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Vaughn Wilson | Location: DocuSign |
| 10/23/2023 4:54:35 PM | Vaughn.wilson@nashville.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|--|--|-------------------------------|
| Amanda Brown | <i>AB</i> | Sent: 10/23/2023 5:02:14 PM |
| amanda.brown@nashville.gov | | Viewed: 10/24/2023 7:51:14 AM |
| Security Level: Email, Account Authentication (None) | | Signed: 10/24/2023 7:51:22 AM |
| | Signature Adoption: Pre-selected Style | |
| | Using IP Address: 170.190.198.185 | |

Electronic Record and Signature Disclosure:

Accepted: 10/24/2023 7:51:14 AM
ID: 317ea9dc-8d77-41e9-ad55-c4154d398096

| | | |
|--|--|--------------------------------|
| Talia Lomax-O'dneal | <i>Talia Lomax-O'dneal</i> | Sent: 10/24/2023 7:51:24 AM |
| talia.lomaxodneal@nashville.gov | | Resent: 10/24/2023 8:46:55 AM |
| Dep Dir of Finance | | Resent: 10/24/2023 11:36:35 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style | Viewed: 10/24/2023 11:38:06 AM |
| | Using IP Address: 170.190.198.190 | Signed: 10/24/2023 12:21:55 PM |

Electronic Record and Signature Disclosure:

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ID: 3c8dcc2a-c6b2-4061-a010-ce2422427e73

| | | |
|--|--|-------------------------------|
| Kevin Crumbo/mjw | <i>Kevin Crumbo/mjw</i> | Sent: 10/24/2023 12:21:58 PM |
| maryjo.wiggins@nashville.gov | | Viewed: 10/24/2023 1:48:45 PM |
| Security Level: Email, Account Authentication (None) | | Signed: 10/24/2023 1:50:01 PM |
| | Signature Adoption: Pre-selected Style | |
| | Using IP Address: 170.190.198.190 | |

Electronic Record and Signature Disclosure:

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ID: de45b225-143e-4e4e-a7b4-e940aec923d7

| | | |
|--|--|-------------------------------|
| Courtney Mohan | <i>Courtney Mohan</i> | Sent: 10/24/2023 1:50:03 PM |
| courtney.mohan@nashville.gov | | Resent: 10/25/2023 8:07:36 AM |
| Security Level: Email, Account Authentication (None) | | Viewed: 10/25/2023 2:17:25 PM |
| | Signature Adoption: Pre-selected Style | Signed: 10/25/2023 3:14:41 PM |
| | Using IP Address: 170.190.198.185 | |

| Signer Events | Signature | Timestamp |
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Electronic Record and Signature Disclosure:
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ID: 2d481eab-bf25-4166-bf31-8697c919c03e

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication (None)

Balogun Cobb

Sent: 10/25/2023 3:14:43 PM
Viewed: 10/25/2023 3:15:11 PM
Signed: 10/25/2023 3:15:21 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
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ID: 2f3a88b3-6719-4d6b-9062-af538c963ccb

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
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| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Danielle Godin
danielle.godin@nashville.gov
Security Level: Email, Account Authentication (None)

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Sent: 10/25/2023 3:15:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/25/2023 3:15:26 PM

Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 1:49:08 PM
ID: e03e067f-8bc2-4088-8a82-aaef323ad05f

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
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|---------------------|------------------|------------------------|
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| Envelope Updated | Security Checked | 10/24/2023 11:36:34 AM |
| Envelope Updated | Security Checked | 10/24/2023 11:36:34 AM |
| Envelope Updated | Security Checked | 10/24/2023 11:36:34 AM |
| Envelope Updated | Security Checked | 10/24/2023 11:36:34 AM |
| Certified Delivered | Security Checked | 10/25/2023 3:15:11 PM |
| Signing Complete | Security Checked | 10/25/2023 3:15:21 PM |
| Completed | Security Checked | 10/25/2023 3:15:26 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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| Electronic Record and Signature Disclosure |
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