
GRANT SUMMARY SHEET

Grant Name: CARES Act Community Service Block Grant (CSBG) 20-22
Amend. 1

Department: METRO ACTION

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

**Pass-Through Grantor
(If applicable):** TENN. DEPT. OF HUMAN SVCES.

Total Award this Action: \$58,315.04

Cash Match Amount \$0.00

Department Contact: Marvin Cox, Community Service Program Director
862-8860

Status: AMENDMENT

Program Description:

CARES act funding dollars to assist with on-going two generation whole family work related to employment opportunities for parents in Head Start in addition to assisting with the payment of mortgages, rent, water bills, taxes, medication for low-income persons, provides classes and assistance in obtaining a General Education Diploma, provides adult basic education to help clients achieve self-sufficiency. Amendment 1 increases the original grant from \$1,870,794.01 to \$1,929,109.05, which is an increase of \$58,315.04. This amendment also modifies section A.26 which incorporates a new Federal Award Identification Worksheet (Attachment D)

Plan for continuation of services upon grant expiration:

One-Time Funding for CARES Act Supplemental Award

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, Community Service Program Director				862-8860	862-8870
Grant Name:		CARES Act Community Service Block Grant (CSBG) 20-22 Amend. 1					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:	
Grant Period From:		07/09/20	(applications only) Anticipated Application Date:				
Grant Period To:		12/29/22	(applications only) Application Deadline:				
Funding Type:		FED PASS THRU	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:		TENN. DEPT. OF HUMAN SVCS.	Randall Funding Project:		<input checked="" type="checkbox"/>		
Award Type:		FORMULA	Total Award:		\$58,315.04		
Status:		AMENDMENT	Metro Cash Match:		\$0.00		
Metro Category:		Est. Prior.	Metro In-Kind Match:		\$0.00		
CFDA #		93.569	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		CARES act funding dollars to assist with on-going two generation whole family work related to employment opportunities for parents in Head Start in addition to assisting with the payment of mortgages, rent, water bills, taxes, medication for low-income persons, provides classes and assistance in obtaining a General Education Diploma, provides adult basic education to help clients achieve self-sufficiency. Amendment 1 increases the original grant from \$1,870,794.01 to \$1,929,109.05, which is an increase of \$58,315.04. This amendment also modifies section A.26 which incorporates a new Federal Award Identification Worksheet (Attachment D)					
Plan for continuation of service after expiration of grant/Budgetary Impact:		One-Time Funding for CARES Act Supplemental Award					
How is Match Determined?							
Fixed Amount of \$		or		0.0%		% of Grant	
Explanation for "Other" means of determining match:		<input type="checkbox"/> Other:					
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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		13.57%		Indirect Cost of Grant to Metro:		\$301,815	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		13.57%	
				Ind. Cost Requested from Grantor:		\$268,325 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?		<input type="checkbox"/>					
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21		\$1,870,794.01					\$1,870,794.01	\$293,901.74	\$258,040.55
Yr 2	FY23		\$58,315.04					\$58,315.04	\$7,913.35	\$10,284.58
Yr 3										
Yr 4										
Yr 5										
Total			\$1,929,109.05	\$0.00	\$0.00		\$0.00	\$1,929,109.05	\$301,815.09	\$268,325.13
Date Awarded:				08/26/22	Tot. Awarded:		\$58,315.04	Contract#:		Z22-49210-COV-01
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: vaughn.wilson@nashville.gov

GCP Rec'd
09/02/22

GCP Approved
09/06/22

VW

**AMENDMENT ONE
OF GRANT CONTRACT Z22-49210 COV**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Metropolitan Action Commission, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section A.26.
 - A.26. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.
2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed one million nine hundred twenty-nine thousand one hundred nine dollars and five cents (\$1,929,109.05) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 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.
3. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.
4. Grant Contract Attachment D is deleted in its entirety and replaced with the new attachment D attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:



8/26/22

DR. CYNTHIA CROOM, EXECUTIVE DIRECTOR

DATE

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER

DATE

**SIGNATURE PAGE FOR
COMMUNITY SERVICES BLOCK GRANT (CSBG) CARES
AMENDMENT #1 FY23**

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

8/25/22

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery

Kelly Flannery, Director
Department of Finance

9/9/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb

Balagun Cobb, Director of Insurance

9/9/2022

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Neki Eke

Metropolitan Attorney

9/9/2022

Date

John Cooper, Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANT BUDGET				
Grantee: Metropolitan Action Commission				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/09/2020 END: 12/29/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	\$ 160,287.67	\$0.00	\$ 160,287.67
4, 15	Professional Fee, Grant & Award ²	\$ 50,000.00	\$0.00	\$ 50,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$ 7,500.00	\$0.00	\$ 7,500.00
11, 12	Travel, Conferences & Meetings	\$86,000.00	\$0.00	\$86,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$ 1,356,696.25	\$0.00	\$ 1,356,696.25
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$ 268,625.13	\$0.00	\$ 268,625.13
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$ 1,929,109.05	\$0.00	\$ 1,929,109.05

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Staff Trainings	\$50,000.00
TOTAL	\$50,000.00

ATTACHMENT D**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)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	2001TNCSC3
Federal award date	5-8-2020
Subaward Period of Performance Start and End Date	5-8-2020 to 12-29-2022
Subaward Budget Period Start and End Date	5-8-2020 to 12-29-2022
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.569 Community Services Block Grant
Grant contract's begin date	7-9-2020
Grant contract's end date	12-29-2022
Amount of federal funds obligated by this grant contract	\$1,929,109.05
Total amount of federal funds obligated to the subrecipient	\$1,929,109.05
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,697,805.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	The Community Services Block Grant (CSBG) is a federally funded grant program that aims to combat poverty within communities by removing the barriers to self-sufficiency faced by individuals and families. In order to obtain CSBG services, clients must demonstrate income eligibility and a need for the service.
Name of federal awarding agency	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 202-401-9351
Name of pass-through entity	Tennessee Department of Human Services
Name and contact information for the pass-through entity awarding official	Clarence H. Carter Commissioner

	Tennessee Department of Human Services <u>Clarence.H.Carter@tn.gov</u> (615) 313-4702
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)	Indirect cost whether allocated indirectly or directly plus any other direct administrative costs in total charged to the grant can't exceed more than 15% of funds expended.

Resolution No. RS2020 - 407

A resolution to appropriate grant funds from the State of Tennessee, Department of Human Services, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to address community needs resulting from the COVID-19 pandemic.

WHEREAS, the State of Tennessee, Department of Human Services, has awarded a grant in an amount not to exceed \$1,870,794.01 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to address community needs resulting from the COVID-19 pandemic, and;

WHEREAS, the Metropolitan Action Commission has accepted this grant pursuant to its authority under M.C.L. 2.108.050; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to the Metropolitan Action Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the funds from a grant by and between the State of Tennessee, Department of Human Services, in an amount not to exceed \$1,870,794.01, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to address community needs resulting from the COVID-19 pandemic, a copy of which grant is attached hereto and incorporated herein, be appropriated to the Metropolitan Action Commission.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Grumbo
Kevin Grumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Micki Eke
Assistant Metropolitan Attorney

INTRODUCED BY:

Bob Mendes
Sharon W. Sturt
Greg Wild
Member(s) of Council
Jay L. Stupp
Zulfat Suara
Kyonte Johnson

GRANT SUMMARY SHEET

Grant CARES Act Community Service Block Grant (CSBG) 20-22
Department: METRO ACTION
Grantor: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Pass-Through Grantor TENN. DEPT. OF HUMAN SVCES.

Total Award this \$1,870,794.01

Cash Match \$0.00

Department Marvin Cox, Community Service Program
862-8860

Status NEW

Program Description:

CARES act funding dollars to assist with on-going two generation whole family work related to employment opportunities for parents in Head Start in addition to assisting with the payment of mortgages, rent, water bills, taxes, medication for low-income persons, provides classes and assistance in obtaining a General Education Diploma, provides adult basic education to help clients achieve self-sufficiency.

Plan for continuation of services

One-Time Funding for CARES Act Supplemental Award.

Grants Tracking Form

Part One

<input type="radio"/> Pre-Application		<input type="radio"/> Application		<input checked="" type="radio"/> Award Acceptance		<input type="radio"/> Contract Amendment	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Marvin Cox, Community Service Program Director				862-8860	862-8870
Grant Name:		CARES Act Community Service Block Grant (CSBG) 20-22					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:	
Grant Period From:		07/09/20		(applications only) Anticipated Application Date:			
Grant Period To:		01/09/23		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		TENN. DEPT. OF HUMAN SVCS.		Randall Funding Project:		<input type="checkbox"/>	
Award Type:		FORMULA		Total Award:		\$1,870,794.01	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		Est. Prior.		Metro In-Kind Match:		\$0.00	
CFDA #		93,569		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>CARES act funding dollars to assist with on-going two generation whole family work related to employment opportunities for parents in Head Start in addition to assisting with the payment of mortgages, rent, water bills, taxes, medication for low-income persons, provides classes and assistance in obtaining a General Education Diploma, provides adult basic education to help clients achieve self-sufficiency.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
One-Time Funding for CARES Act Supplemental Award							
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:		13.45		Actual number of positions added:		0,00	
Departmental Indirect Cost Rate		15.71%		Indirect Cost of Grant to Metro:		\$293,902	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		15.71%	
				Ind. Cost Requested from Grantor:		\$258,040.55	
*(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	FY21		\$1,870,794.01					\$1,870,794.01	\$293,902.00	\$258,040.55
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total			\$1,870,794.01	\$0.00	\$0.00		\$0.00	\$1,870,794.01	\$293,902.00	\$258,040.55
Date Awarded:				06/23/20	Tot. Awarded:		\$1,870,794.01	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

GCP Rec'd
06/25/20

GCP
Approved
06/25/20

VW

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
METROPOLITAN ACTION COMMISSION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Action Commission, hereinafter referred to as the "Grantee," is for the provision of Community Service Block Grant ("CSBG") services in response to the COVID-19 pandemic, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 00004

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 purpose of the funding under this Grant Contract is to address community needs resulting from the COVID-19 pandemic.
- A.3. The Grantee shall maintain all financial records and data pertaining to services under this Grant Contract separately from financial records and data pertaining to regular Community Services Block Grant ("CSBG") funding. The Grantee shall prepare and submit all reports pertaining to the Grant Contract separately from reports pertaining to regular CSBG funding. The Grantee shall submit all invoices under this Grant Contract separately from invoices related to regular CSBG funding.
- A.4. The Grantee shall perform CSBG COVID-19 responsibilities in accordance with all applicable CSBG program and fiscal policies and procedures, applicable Office of Management and Budget (OMB) circulars and Information Memoranda (IM), and all current policies and procedures as required by the Tennessee Department of Human Services and Tennessee Department of Finance and Administration.
- A.5. The Grantee shall comply with all applicable CSBG organizational standards in accordance with CSBG IM 136 and 42 U.S.C. § 9914.
- A.6. The Grantee shall comply with all applicable requirements of the CARES Act (Pub. L. 116-136).
- A.7. The Grantee shall complete and submit to the State a Community Action Plan ("CAP") for activities and services specific to the COVID-19 pandemic in the format prescribed by the State that accounts for the funding period under this Grant Contract. The Grantee shall also include in its CAP a procedure for client appeals. The Grantee shall not provide services under the CAP or submit invoices to the State related to the CAP until the State approves the CAP. Upon the State's approval of the CAP, the Grantee shall provide services in accordance with the CAP and shall not amend or revise the CAP except with prior written approval from the State.
- A.8. The Grantee's services under the CAP must be based on a community needs assessment specific to the COVID-19 pandemic. The Grantee may provide any services approved by the State in its CAP consistent with the requirements of the CSBG Act and CARES Act.
- A.9. The Grantee shall participate in interagency planning and program development in an effort to achieve the highest level of coordination and integration of unduplicated services.

- A.11. No later than fourteen (14) days after the Effective Date of this Grant Contract, the Grantee shall prepare and submit to the State an application form by which clients may seek CSBG services from the Grantee. In order to increase efficiency and ease of use for individuals seeking CSBG services, the Grantee shall ensure that the application form is more abbreviated than a normal CSBG service application form. The State shall review the application form and approve it or notify the Grantee of specific revisions to make. Upon the State's approval of the application form, the Grantee shall use the State-approved application form for CSBG services under this Grant Contract.
- A.12. The Grantee shall use a State-approved CSBG Assessment Tool for CSBG services to assess underlying needs and better determine outcomes for service recipients.
- A.13. The Grantee shall determine eligibility for clients following guidelines defined by the State and in accordance with applicable federal regulations.
- A.14. The Grantee shall assist applicants, as needed, with the completion of their applications including home visits and options for mailing applications.
- A.15. The Grantee shall employ the procedure for client appeals in accordance with the Grantee's State-approved CAP. The Grantee shall establish and implement processes for explaining the appeal procedure to all potential clients.
- A.16. The Grantee shall establish a formal process by which the Grantee may terminate assistance or services if a service recipient violates program requirements.
- A.17. The Grantee shall submit the CSBG annual report on prior year services, in the format provided to the Grantee by the State, no later than December 30th of each year of the Term. The Grantee's failure to submit the CSBG annual report timely pursuant to deadlines established by the State shall result in program reimbursements being withheld until the report has been received. The Grantee shall separately track annual report data under this Grant Contract related to the COVID-19 pandemic, distinct from its regular CSBG allocation annual report data.
- A.18. The Grantee shall meet performance benchmarks as defined by the State and related to national performance indicators. Failure to meet the performance goals will require the Grantee to submit a corrective action plan for the State's review and approval. Upon the State's approval of a corrective action plan, the Grantee shall comply with the corrective action plan.
- A.19. The Grantee shall respond to inquiries by the State no later than three (3) business days after the date of inquiry.
- A.20. No later than forty-five (45) days after the end of each quarter of the Term, the Grantee shall submit quarterly expense and revenue reports in such form as the State may direct via email to the State's point of contact listed in Section D.8 of this Grant Contract or such other point of contact as the State may direct.
- A.21. No later than October 1st of each year during the Term, the Grantee shall provide an updated cost allocation plan to the State's point of contact listed in Section D.8 of this Grant Contract, or such other point of contact as the State may direct. Alternatively, if the Grantee's cost allocation plan is unchanged from the previous year, the Grantee may provide the State an affirmation to that effect by October 1st of each year of the Term.
- A.22. The Grantee shall comply with the tripartite board requirements in the CSBG Act §§ 676B (a) and (b). The Grantee shall notify the State when a vacancy occurs in membership of the board in writing within fifteen (15) calendar days of the vacancy, and once the vacancy has been filled, the Grantee shall provide the name and other contact information of the individual filling the vacancy.

- A.23. The Grantee shall utilize such reporting or data tracking platform as the State may direct and shall update the same with all required information in a timely manner, and in accordance with such timeliness standards as the State may direct in writing.
- A.24. Without limitation of any other right established in this Grant Contract, the State may visit the Grantee's offices or facilities at any time to review records or monitor performance.
- A.25. The State, at its discretion, may request information or data on an ad hoc or recurring basis for the purpose of effective program management. No later than fourteen (14) calendar days after any such request from the State, the Grantee shall provide the information sought and fully comply with the request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 9, 2020 ("Effective Date") and extend for a period of thirty (30) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one million eight hundred seventy thousand seven hundred ninety-four dollars and one cent (\$1,870,794.01) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is 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 duration of the Grant Contract 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:

Department of Human Services, CSBG Unit
CSBG.DHS@tn.gov

- 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: Department of Human Services: Adult and Family Services.
- (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 thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) 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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written

approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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 Term 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 related matter. 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 unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement 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 return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, 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 State the State-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 (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.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, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- 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.
- 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:

Ave Trotter, CSBG Program Director
Department of Human Services
505 Deaderick Street
Nashville, TN 37248
Ave.O.Trotter@tn.gov

Telephone (615) 741-7419

The Grantee:

Dr. Cynthia Croom, Executive Director
Metropolitan Action Commission
800 2nd Avenue North
Nashville, TN 37219-6300
Email Address: cynthia.croom@nashville.gov
Telephone # 615-862-8860 ext. 70104
FAX # 615-862-8886

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 hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this 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 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 Act (HITECH) 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 HIPAA 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 by the State under this Grant Contract is

NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- 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, its employees, and any approved subcontractor 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 in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records 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 Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) 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, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- 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.
- 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 Grant

Contract is not a waiver or relinquishment of any 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.

- 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.
- 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. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, 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 shall not be affected 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 Grantee by the State or acquired by the 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the 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. 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. 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.3. 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.4. 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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.

- E.5. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

METROPOLITAN ACTION COMMISSION:

Cynthia Croom 6/23/20
 GRANTEE SIGNATURE DATE
Cynthia Croom, Ed.D., executive director
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

Danielle W. Barnes Digitally signed by Danielle W. Barnes
 DN: cn=Danielle W. Barnes, o=Tennessee Department of Human Services,
 ou=Commissioner, email=Danielle.W.Barnes@tn.gov, c=US
 Date: 2020.07.09 15:05:09 -05'00'

 DANIELLE BARNES, COMMISSIONER DATE

**SIGNATURE PAGE FOR
TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS
VOCA SERVING YOUTH AND YOUNG ADULTS WITH TRAUMA
AMENDMENT #2**

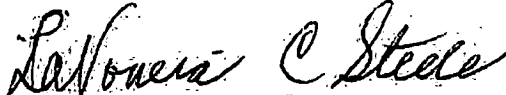
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

SEE PREVIOUS PAGE

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

Date



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

6/25/20
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

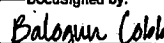
DocuSigned by:


Kevin Crumbo, Director
Department of Finance

6/26/2020

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


B.C. Cobb, Director of Insurance

6/26/2020

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


Metropolitan Attorney

6/26/2020

Date

FILED:



JUL 08 2020



Metropolitan Clerk RS2020-407

JUL 08 2020

Date

ATTACHMENT A
GRANT BUDGET
PAGE 1

GRANTEE:		Metropolitan Action Commission				
PROGRAM NAME:		CSBG-COVID 19				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following						
Applicable Period:		BEGINNING:	July 9, 2020	ENDING:	December 29, 2022	
<small>POLICY 03 Object Line-item Reference</small>	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	<small>(detail schedule(s) attached as applicable)</small>		GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries			\$165,000.00	\$0.00	\$165,000.00
2	Benefits & Taxes			\$75,000.00	\$0.00	\$75,000.00
4, 15	Professional Fees, Grant & Awards ²			\$5,000.00	\$0.00	\$5,000.00
5	Supplies			\$4,000.00	\$0.00	\$4,000.00
6	Telephone			\$0.00	\$0.00	\$0.00
7	Postage & Shipping			\$0.00	\$0.00	\$0.00
8	Occupancy			\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance			\$0.00	\$0.00	\$0.00
10	Printing & Publications			\$10,000.00	\$0.00	\$10,000.00
11, 12	Travel, Conferences & Meetings			\$0.00	\$0.00	\$0.00
13	Interest ²			\$0.00	\$0.00	\$0.00
14	Insurance			\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals			\$1,353,753.46	\$0.00	\$1,353,753.46
17	Depreciation ²			\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²			\$0.00	\$0.00	\$0.00
20	Capital Purchase ²			\$0.00	\$0.00	\$0.00
22	Indirect Cost			\$258,040.55	\$0.00	\$258,040.55
24	In-Kind Expense			\$0.00	\$0.00	\$0.00
25	GRAND TOTAL			\$1,870,794.01	\$0.00	\$1,870,794.01

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy03.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A (continued)
GRANT BUDGET LINE-ITEM DETAIL
(GRANT BUDGET PAGE 2)

PROFESSIONAL FEES, GRANT, & AWARD	AMOUNT
Community Needs Assessment, Strategic Planning, Agency Capacity Building	\$5,000.00
TOTAL	\$5,000.00

ATTACHMENT B

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020-407

2:53 pm, Jun 30 2020

FILED METROPOLITAN CLERK

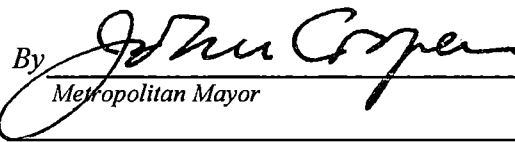
A resolution to appropriate grant funds from the State of Tennessee, Department of Human Services, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to address community needs resulting from the COVID-19 pandemic.

Introduced JUL 07 2020

Amended _____

Adopted JUL 07 2020

Approved JUL 08 2020

By 
Metropolitan Mayor