

## GRANT SUMMARY SHEET

**Grant Name:** United Way Data Management Systems 21-22

**Department:** SOCIAL SERVICES

**Grantor:** United Way

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

**Total Award this Action:** \$22,440.00

**Cash Match** \$0.00

**Department Contact:** Andrew Sullivan  
862-6406

**Status:** NEW

**Program Description:**

This grant agreement between the United Way of Greater Nashville and Metro Social Services Homeless Impact Division will allow data from United Way's data management system to be uploaded to the Homeless Management Information System on a weekly

**Plan for continuation of services upon grant expiration:**

None

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact	Phone	Fax			
SOCIAL SERVICES	037	Andrew Sullivan	862-6406				
<b>Grant Name:</b>	United Way Data Management Systems 21-22						
<b>Grantor:</b>	United Way	<b>Other:</b>					
<b>Grant Period From:</b>	08/01/21	<small>(applications only)</small> <b>Anticipated Application Date:</b>					
<b>Grant Period To:</b>	05/31/22	<small>(applications only)</small> <b>Application Deadline:</b>					
<b>Funding Type:</b>	OTHER	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>		<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	OTHER	<b>Total Award:</b>		\$22,440.00			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	New Initiative	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	N/A	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>			<b>Applic. Submitted Electronically?</b>		<input type="checkbox"/>		

This grant agreement between the United Way of Greater Nashville and Metro Social Services Homeless Impact Division will allow data from United Way's data management system to be uploaded to the Homeless Management Information System on a weekly basis.

**Plan for continuation of service after expiration of grant/Budgetary Impact:**  
None

**How is Match Determined?**

**Fixed Amount of \$** \$0.00 **or** 0.0% **% of Grant** **Other:**

**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?** N/A **Fund** **Business Unit**

**Is not budgeted?** **Proposed Source of Match:**

**(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)**

**Other:**

<b>Number of FTEs the grant will fund:</b>	0.00	<b>Actual number of positions added:</b>	0.00
<b>Departmental Indirect Cost Rate</b>	30.64%	<b>Indirect Cost of Grant to Metro:</b>	\$6,875.62
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No <b>% Allow.</b>	0.00%	<b>Ind. Cost Requested from Grantor:</b>	\$0.00 <b>in budget</b>

**\*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

**Draw down allowable?**

**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	FY22			\$14,520.00	\$0.00		\$0.00	\$14,520.00	\$4,448.93	\$0.00
Yr 2	FY23			\$7,920.00	\$0.00		\$0.00	\$7,920.00	\$2,426.69	\$0.00
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		\$0.00	\$0.00	\$22,440.00	\$0.00		\$0.00	\$22,440.00	\$6,875.62	\$0.00
<b>Date Awarded:</b>				07/07/21	<b>Tot. Awarded:</b>		\$22,440.00	<b>Contract#:</b>		N/A
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP RECEIVED  
7/27/21

GCP APPROVED 7/28/21

*TW*

## **GRANT AGREEMENT BETWEEN UNITED WAY OF GREATER NASHVILLE AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Grant Agreement (the “Agreement”) is made on August 1, 2021, by and between **United Way of Greater Nashville** (hereinafter “United Way”) and the **Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Social Services’ Homeless Impact Division** (hereinafter “MHID”) for the purpose of achieving the various aims and objectives relating to the regular transfer of data from United Way’s data management system to MHID’s data management system (hereinafter the “Project”).

### **RECITALS**

WHEREAS, MHID serves as the Nashville-Davidson County Homeless Management Information System (HMIS) lead agency and in this role is charged to administer the local HMIS on behalf of the Nashville-Davidson County in accordance with requirements set by the US Department of Housing and Urban Development (HUD) to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness; and

WHEREAS, in the role of HMIS lead, MHID is required to comply with HUD’s data collection, management, and reporting standards; and

WHEREAS, United Way has developed The Family Collective (TFC), a system designed to prevent and end family homelessness in Nashville-Davidson County and surrounding counties; and

WHEREAS, several Nashville service providers manually input the same data into The Family Collective’s data system and HMIS and United Way and MHID seek to lessen the burden of manual data entry for the service providers by setting up an automatic data transfer; and

THEREFORE, United Way, through TFC, desires to transfer data from their database to HMIS on a weekly basis via CSV upload and provide MHID with funding of \$14,520 in 2021 and \$7,920 per year thereafter to pay the current HMIS provider, WellSky to provide a secure endpoint for the CSV Upload file as described in detail below.

#### **1. Purpose**

The purpose of this agreement is to provide a framework for secure data sharing between United Way’s TFC and HMIS.

#### **2. Objective**

Using a CSV import process, TFC will transfer data from their database to HMIS on a weekly basis via CSV upload for the agencies currently required to enter data into both systems (Catholic Charities and Safe Haven Family Shelter).

### **3. United Way Responsibilities**

- A. United Way will ensure the CSV import process is supported by the HMIS system, currently Service Point through WellSky.
- B. United Way will ensure that the CSV file for upload follows HUD standards.
- C. United Way will ensure that Data transferred from TFC's system to HMIS will include demographic data, information required to enroll an individual in an HMIS project (e.g., assessment responses), start and end dates of enrollment, and any other information required by HUD and WellSky.
- D. TFC's system will utilize Salesforce and Snowflake, two industry-standard cloud solutions which follow all best practices and meet relevant standards regarding data security (e.g., SOC 2 Compliance).
- E. United Way will provide funding to MHID for WellSky's provision of a secure endpoint for the CSV upload file.

### **4. MHID Responsibilities**

MHID will ensure appropriate documents are in place and being used for the provision of individual permission to share data with HMIS. Data sharing restrictions and policies will be governed by existing agreements between MHID and its partners participating in HMIS (e.g., end user license agreements, MOU, etc.).

### **5. Joint Responsibilities**

United Way and MHID will coordinate to ensure that only individuals from Nashville-Davidson County's Continuum of Care system who 1) have a current HMIS Release of Information form, 2) are being served at an HMIS partner, and 3) are enrolled in at least one HMIS project with a TFC funded partner will be shared with HMIS via CSV upload.

### **6. Timeline**

The Roles and Responsibilities of MHID will be contingent on the provision of funding for the WellSky secure endpoint for the CSV upload file. Data uploads will commence on or around July 2021. (Uploads to a testing environment to ensure the integration is functional will commence sooner.)

### **7. Payment of Funds**

MHID will invoice United Way \$14,520 in advance for the full 2021 term to pay the HMIS provider, Well Sky, for a secure endpoint for the CSV Upload file. Thereafter, MHID will invoice United Way \$7,920 annually to pay Well Sky.

### **8. Term**

The term of this Agreement shall be for a period of ten (10) months commencing on August 1, 2021 and ending on May 31, 2022.

**9. Termination for Breach**

Should United Way fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, MHID shall identify the breach and United Way shall cure the performance within thirty (30) days. If United Way fails to satisfactorily provide cure, MHID shall have the right to immediately terminate this Agreement. Such termination shall not relieve United Way of any liability to MHID for damages sustained by virtue of any breach by United Way.

**10. Termination Upon Notice**

MHID may terminate this Agreement at any time upon thirty (30) days written notice to United Way.

**11. General Provisions**

**A. Required Approvals**

MHID is not bound by this Agreement until it is approved by the appropriate Metro representatives as indicated on the signature page of this Agreement.

**B. Modification**

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto, in accordance with all Metro procedures, and by appropriate legislation of the Metropolitan Council.

**C. Subcontracting**

United Way shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of MHID.

**D. Nondiscrimination**

United Way 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 Agreement or in the employment practices of United Way on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. United Way shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**E. Records**

United Way shall maintain documentation for all charges to MHID under this Agreement. The books, records, and documents of United Way, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment or until United Way engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of United Way insofar as they relate to work performed or money paid under this Agreement shall be subject to audit at any reasonable time and upon reasonable notice by MHID or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

**F. Strict Performance**

Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement 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 by the appropriate parties as indicated on the signature page of this Grant.

**G. Insurance**

United Way agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.

**H. Metro Liability**

MHID shall have no liability except as specifically provided in this Agreement.

**I. Partnership/Joint Venture**

This Agreement shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Agreement.

**J. Indemnification and Hold Harmless**

United Way shall indemnify and hold harmless MHID, its officers, agents, and employees from:

- i. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of United Way, its

officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.

- ii. Any claims, damages, penalties, costs, and attorney fees arising from any failure of United Way, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- iii. In any and all claims against MHID, its officers, agents, or employees, by any employee of United Way, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for United Way or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- iv. MHID will not indemnify, defend, or hold harmless in any fashion United Way from any claims arising from any failure, regardless of any language in any attachment or other document that United Way may provide.
- v. United Way shall pay MHID any expenses incurred as a result of United Way's failure to fulfill any obligation in a professional and timely manner under this Agreement.

**K. Attorney Fees**

United Way agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Agreement, and in the event MHID prevails in such action, United Way shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for MHID.

**L. State, Local and Federal Compliance**

United Way agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

**M. Entire Contract**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**N. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor

dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**O. Governing Law**

The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that United Way may provide.

**P. Venue**

Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

**Q. Severability**

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

**R. Assignment—Consent Required**

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of United Way hereunder shall be assigned or transferred in whole or in part without the prior written consent of MHID. Any such assignment or transfer shall not release United Way from its obligations hereunder.

**S. Gratuities and Kickbacks**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a

breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

**T. Effective Date**

This Agreement shall not be binding upon the parties until it has been signed first by United Way and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

[Signatures on following page.]

