

LE AND DAVIDSON COUNTY

METROPOLITAN SOCIAL SERVICES 800 2ND AVENUE NORTH, SUITE 100 **NASHVILLE, TENNESSEE 37201**

To Whom It May Concern,

Social Services is requesting a late file for the extension of our HMIS Capacity Building Grant. This is due to the grantors needing it back within time frame that does not allow it to go through the standard Metro grant process that takes over a month. There is nothing in the contract changing other than the extension of it by nine months.

Andrew Sullivan **CFO**

Metro Social Service

GRANT SUMMARY SHEET

Grant Name: HUD Homeless Management Information System (HMIS) 19-20

Amend. 2

Department: SOCIAL SERVICES

Grantor: U.S. DEPARTMENT OF HOUSING & URBAN

DEVELOPMENT

Pass-Through Grantor

(If applicable):

Total Award this Action: \$0.00 **Cash Match Amount** \$0.00

Department Contact:

Status: AMENDMENT

Program Description:

Transmittal of Assignment and Assumption Grant Agreement Amendmend from U.S. Department of Housing and Urban Development (HUD) for the Homless Management Information System(HMIS). Grant was awarded to Metropolitan Development and Housing Agency (MDHA). Amend. 2 extends the end date of the grant to June 30, 2023. No changes to the funding.

Plan for continuation of services upon grant expiration:

We plan to apply for continued funding in future periods; in addition private donations will be generated to continue this effort.

Friday, July 29, 2022 Page 1 of 1

Grants Tracking Form

Pre-App	_			Part					
	plication O	Application ()	Award Accept		ntract Amendm	ent		
SOCIAL SER	Department RVICES T	Dept. No.			Contact			Phone	Fax
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Grant N				•	n (HMIS) 19-20 Am —				
Granto			HOUSING & URBAN		Intiplicated Application	Other:			
	Period From: Period To:	09/30/19	-		Anticipated Application Application Deadline:	i Date:			
		06/30/23		(applications only)					
Funding		FED DIRECT	▼		Multi-Departmen			If yes, list	below.
Pass-Th		Select Pass-Thru >			Outside Consulta	nt Project:			
Award		COMPETITIVE	•		Total Award:	•	\$0.00		
Status:		AMENDMENT			Metro Cash Mato		\$0.00		
	Category:	Est. Prior.	_		Metro In-Kind Ma		\$0.00		
CFDA#		14.261			Is Council appro	•	<u> </u>		
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Contact: vaughn.wilson@nashville.gov

GCP Rec'd 07/29/22 GCP Approved 07/29/22

VW

Rev. 5/13/13 5492



Grant Number: TN0321H4J041800

Tax ID number: 62-0694743 UEI: LGZLHP6ZHM55

AMENDMENT EXTENDING THE TERM OF THE HOMELESS MANAGEMENT INFORMATION SYSTEM CAPACITY BUILDING PROJECT GRANT AGREEMENT

This Amendment is made by and between the United States Department of Housing and Urban Development (HUD) and Metropolitan Social Services of Nashville & Davidson County, Inc (the Recipient).

RECITALS

- 1. HUD and the Recipient entered into a Homeless Management Information System Capacity Building Project Grant Agreement dated September 30, 2019, Grant No, TN0321H4J041800 which expires September 30, 2022.
- 2. The Recipient has requested an extension to resume work on grant activities that were delayed due to the COVID-19 pandemic and the high turnover rate of HMIS staff. This extension will allow time to train new staff on the HMIS software as well as attend conferences.

AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The term of the Grant Agreement is extended through June 30, 2023.

This Amendment to the Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:



(Date)

UNITED STATES OF AMERICA Department of Housing and Urban De By: The/Secretary	evelopment
By: (Signature)	
DAS	
$ \begin{array}{c c} \text{(Title)} \\ \hline 7 8 2 2 \\ \text{(Date)} \end{array} $	
Recipient	
By:	
(Authorized signatory)	
(Type in name of authorized sign	natory)

SIGNATURE PAGE FOR

GRANT NO. <u>HUD Homeless Management Information System (HMIS) 19-20</u> <u>Amend. 2</u>

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt	7/22/2022	
Renee Pratt, Executive Director Metro Social Services	Date	
APPROVED AS TO AVAILABILITY OF FUNDS: Docusigned by: Luly Flavoury/flo Kelly Flavoury/flo Department of Finance	7/29/2022 Date	
APPROVED AS TO RISK AND INSURANCE:		
— DocuSigned by:	7/29/2022	
Balogun (obb - Balogun (obb)	Date	
APPROVED AS TO FORM AND LEGALITY:		
DocuSigned by:		
Mili Ele	7/29/2022	
─₩etropolitan Attorney	Date	
"See Previous Page" John Cooper Metropolitan Mayor	Date	
ATTEST: Metropolitan Clerk	 Date	

RESOLUTION NO. RS2021-1184

A resolution approving amendment one to a Homeless Management Information System Capacity Building Project grant agreement between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Government, acting by and through the Social Services Department, to contribute to the national effort to end homelessness.

WHEREAS, the Metropolitan Government, acting by and through the Social Services Department, previously entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD), to contribute to the national effort to end homelessness approved by RS2019-63; and,

WHEREAS, the parties wish to amend the grant agreement to extend the end date of the grant from September 30, 2021 to September 30, 2022, a copy of which amendment one is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that amendment one be approved.

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

Section 1. That amendment one to the grant by and between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Government, acting by and through the Metropolitan Social Services Department, to contribute to the national effort to end homelessness, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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:	INTRODUCED BY:
Docusigned by: Saul Solomon/mfW	Burly MAller
Saul Solomon Director of Finance	Sem Wilse
APPROVED AS TO FORM AND	60
AND LEGALITY: DocuSigned by:	
Derrick C. Smith	
Metropolitan Attorney	

{N0431862.1} D-21-10249

GRANT SUMMARY SHEET

Grant Name: HUD Homeless Management Information System (HMIS) 19-20

Amend. 1

Department: SOCIAL SERVICES

Grantor: U.S. DEPARTMENT OF HOUSING & URBAN

DEVELOPMENT

Pass-Through Grantor

(If applicable):

Total Award this Action: \$0.00 Cash Match \$0.00

Department Contact: Judy Tackett

862-6406

Status: AMENDMENT

Program Description:

Transmittal of Assignment and Assumption Grant Agreement from U.S. Department of Housing and Urban Development (HUD) for the Homeless Management Information System(HMIS). Amendment 1 extends the deadline from 9/30/21 to 9/30/22. No additional funds will be received.

Plan for continuation of services upon grant expiration:

We plan to apply for continued funding in future periods; in addition private donations will be generated to continue this effort.

Grants Tracking Form

			Part	One										
Pre-Application O	Application	0	Award Accept		ntract Amendm	ent ®								
Department	Dept. No.	9.00	•	Contact			Phone	Fax						
SOCIAL SERVICES	037	Judy Tackett					862-6406	862-6404						
Grant Name:	HUD Homeless	Management Im	formation Syste	m (HMIS) 19-20 An	nend. 1									
Grantor:		F HOUSING & URBAN I	ALL CONTROL OF A C	· /	Other:			5						
Grant Period From:	09/30/19		(applications only) A	nticipated Application	Date:			3						
Grant Period To:	09/30/22		(applications only) A	pplication Deadline:										
Funding Type:	FED DIRECT	~		Multi-Departmen	t Grant		► If yes, list	below.						
Pass-Thru:		▼		Outside Consulta			11 ,000, 11.00	20.01.1						
Award Type:	FORMULA	-		Total Award:		\$0.00								
Status:	AMENDMENT	_		Metro Cash Matc	h:	\$0.00								
Metro Category:	Est. Prior.	_		Metro In-Kind Ma		\$0.00								
CFDA#	14.261	7		Is Council appro	val required?	V								
Project Description:		_ 8		Applic. Submitted Ele				-						
We plan to apply for continue	Plan for continuation of service after expiration of grant/Budgetary impact: We plan to apply for continued funding in future periods; in addition private donations will be generated to continue this effort.													
How is Match Determined?														
Fixed Amount of \$		or		% of Grant		Other:								
Explanation for "Other" me			sh match:											
is already in department by			No	Fund		Business Unit		=						
Is not budgeted?					sed Source of I			5						
(Indicate Match Amount & S	Source for Remal	ning Grant Year	s in Bu <u>dget Be</u>					5						
Other:														
Number of FTEs the grant	will fund:		0.00	Actual number o	f positions add	ed:	0.00							
Departmental Indirect Cost			22.76%	Indirect Cost of G			\$34,140.00							
THE WAY A WAY OF MAD THE CANADA VALUE OF THE C														
*Indirect Costs allowed? Yes No % Allow. 10.00% Ind. Cost Requested from Grantor: \$15,000.00 In budget (If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							\$15,000.00	In budget						
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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
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Yr 2	FY21	\$50,000.00			\$0.00		\$0.00	\$50,000.00	\$11,380.00	\$5,000.00
Yr 3	FY22	\$50,000.00			\$0.00		\$0.00	\$50,000.00	\$11,380.00	\$5,000.00
Yr 4	FY_									
Yr 5	FY_	9		8		8				
To	tal	\$150,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$150,000.00	\$34,140.00	\$15,000.00
	Da	te Awarded:		09/24/21	Tot. Awarded:	\$0.00	Contract#:	TN0321H4.	1041800	
	(0)	r) Date Denied	:		Reason:					
	(OI) Date Withdra	awn:		Reason:					

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

Rev. 10/31/12 GCP Rec'd 09/27/21

GCP Approved 09/27/21

VW



Grant Number: TN0321H4J041800

Tax ID number: 62-0694743 DUNS Number: 782176680000

AMENDMENT EXTENDING THE TERM OF THE HOMELESS MANAGEMENT INFORMATION SYSTEM CAPACITY BUILDING PROJECT GRANT AGREEMENT

This Amendment is made by and between the United States Department of Housing and Urban Development (HUD) and Metropolitan Social Services of Nashville & Davidson County (the Recipient).

RECITALS

- 1. HUD and the Recipient entered into a Homeless Management Information System Capacity Building Project Grant Agreement dated September 30, 2019, Grant No.TN0321H4J041800, which expires September 30, 2021 (the Grant Agreement).
- 2. The Recipient has requested an extension due to the pandemic; the recipient have not been able to attend any conferences or trainings in person which has drastically reduced the cost. While the recipient has identified several virtual trainings and learning opportunities that they are taking advantage of, as well as, other opportunities for strengthening the data quality in HMIS, they still find enough funding to utilize for conferences next spring once there is a greater chance of in-person conferences resuming.

AGREEMENTS

The Grant Agreement is hereby amended as follows:

1. The term of the Grant Agreement is extended through September 30, 2022.

This Amendment to the Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:



UNITED STATES OF AMERICA

	artment of Housing and Urban Development The Secretary
By:	(Signature)
-	(>-gradue)
	(Title)
3	(Date)
Recij	
Ву:	(Authorized signatory)
-	John Cooper (Type in name of authorized signatory)
ri -	September 24, 2021 (Date)

SIGNATURE PAGE FOR

GRANT NO. HUD Homeless Management Information System (HMIS) 19-20 Amend. 1

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Renee Pratt	9/23/2021
Renee Pratt, Executive Director Metro Social Services	Date
APPROVED AS TO AVAILABILITY OF FUNDS: DocuSigned by:	
Sard Solomon Infly	9/28/2021
Saul Sciemon, Director Department of Finance	Date
APPROVED AS TO RISK AND INSURANCE:	
DocuSigned by:	9/29/2021
Balogun Colob	
<u> </u>	Date
APPROVED AS TO FORM AND LEGALITY:	
DocuSigned by:	
Derrick C. Smith	9/29/2021
់មើ្តដែល Attorney	Date
"See previous Page"	
John Cooper	Date
Metropolitan Mayor	
ATTEST:	
ESHALDON	OCT 06 2021
Metropolitan Clerk	Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2021 - 1184

A resolution approving amendment one to a Homeless Management Information System Capacity Building Project grant agreement between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Government, acting by and through the Social Services Department, to contribute to the national effort to end homelessness.

Introduced	OCT 05 2021
Amended	-0
Adopted	OCT 05 2021
Approved_/	Am Cope
By_ Metropolitan	OCT 06 2021

RESOLUTION NO. RS2019-63

A resolution approving a grant agreement of the Homeless Management Information System (HMIS) grant between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Social Services Department Homeless Impact Division, to contribute to the national effort to end homelessness.

WHEREAS, the Metropolitan Council previously approved the attached grant agreement by resolution RS2019-42 to the benefit of the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission Homeless Impact Division, to receive a grant from HUD of \$150,000.00 to support HMIS; and,

WHEREAS, the accompanying resolution (RS2019-42) mistakenly included reference to an unrelated agency; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant be accepted.

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

Section 1. That the grant to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission Homeless Impact Division, to receive a grant of \$150,000.00, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Social Services Commission, based upon revenues estimated to be received.

Section 3. That the Grant Agreement between HUD and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, attached hereto, is hereby approved and accepted.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

{N0308966.1}D-19-09053

LEGISLATION NUMBER: R52019-63

Members of Council

Members of Council

Homeless Management Information System Capacity Building Project Grant Agreement

DUNS: 782176680000
 Tax ID No.: 62-0694743

3. Recipient name: Metropolitan Social Services of Nashville & Davidson County

4. Continuum of Care No.: TN-504

5. Federal Award Date/Period of Performance Start Date: SEP 3 0 2019

6. Grant No: TN0321H4J041800

7. CFDA Number: 14.261
 8. Is the award R&D? No

Article I

This Grant Agreement between the United States Department of Housing and Urban Development (HUD) and Metropolitan Social Services of Nashville & Davidson County (the Recipient) is made under the authority of Division K of the Consolidated and Further Continuing Appropriations Act, 2017 (Public Law 115-31) and the Fiscal Year (FY) 2017 Homeless Management Information Systems Capacity Building Project NOFA, FR-6100-N-40 (the NOFA), which can be accessed at https://www.hud.gov/sites/dfiles/SPM/documents/fy2017hmis.pdf.

Attachment 1 - Project Plan and Project Budget	
and	
Appendix 1 - Award Term for Reporting Subawards and Ex	xecutive
Compensation	
Appendix 2 – Indirect Cost Rate Schedule	
Appendix 3 – Performance Schedule	

Article II

A. Definitions.

- a. "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any Grant award condition.
- b. "Continuum of Care" (CoC) means the group organized to carry out the responsibilities under 24 CFR part 578 and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless

- veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.
- c. "Collaborative Applicant" means the private nonprofit organization, State, local government, or instrumentality of State and local government that has been designated by the CoC to apply for a grant for CoC planning funds under 24 CFR part 578 on behalf of the CoC.
- d. "Home:less Management Information System" (HMIS) means the information system designated by the CoC to comply with the requirements of the McKinney-Vento Act, 24 CFR part 578, and other HMIS requirements prescribed by HUD, and is used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
- e. "HMIS Consolidation" means creating a single HMIS, governed by a shared HMIS governance charter, from two or more HMIS that were independently governed by their own HMIS governance charters.
- f. "HMIS End User" means an individual who enters or uses data in an HMIS or a comparable database approved by the CoC.
- g. "HMIS Lead" means a private nonprofit organization, State, local government, or instrumentality of State or local government designated by the CoC in accordance with 24 CFR part 578 to operate the CoC's HMIS on its behalf.
- h. "HMIS Software Change" is a process in which a CoC designates a new HMIS software and then transfers project, client, and service data from the original HMIS product to a different HMIS product.
- B. Project. Recipient must use its Grant Funds to complete the HMIS improvement project described in Attachment 1 (the Project), in accordance with the Budget in the Attachment, and only for costs of eligible activities under IV.F of the NOFA.
- C. Budget. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the Grant Funds in the amount specified below for the Project. HUD's total fund obligation for the Project is \$150,000, which shall be allocated as described in the Attachment 1 Budget.
- D. Changes. The Recipient must not make any significant change to the Project Plan and Budget without prior HUD approval, evidenced by a Grant amendment signed by HUD and the Recipient. Significant changes are a change of Recipient, a change of project site, additions or deletions in the types of eligible activities approved, a shift of more than 10 percent from one Budget Line Item on the Attachment 1 Project Budget to another, a reduction in the activities being undertaken, and any other change to the Project.
- E. Performance. The Recipient must comply with the Performance Schedule established in Appendix 3 and must complete the Project no later than the Period of Performance End Date. Upon completion of the Project, the Recipient's HMIS must be able to unduplicate client records, collect all data standards established in the most recent HUD Data Standards
 - (https://www.hudexchange.info/resource/3824/hmis-data-dictionary/), maintain historical data, archive data, generate .CSV files for Annual Performance Reports

(APR) and Consolidated Annual Performance and Evaluation Report (CAPER) submission, generate System Performance Measure table shells, and generate .CSV files for the 2018, or subsequent, Longitudinal Systems Analysis (LSA) submission as defined in the 2018, or subsequent, LSA programming specifications. (https://www.hudexchange.info/resource/5726/lsa-report-specifications-and-tools/).

- F. Technical Assistance (TA) Requirements. HUD will make TA to help the Recipient perform under the Grant Agreement available throughout the term of the Grant Agreement. Recipients required to receive TA must provide to the TA provider a monthly status update on the Recipient's activities and milestones, and the Recipient must work with the TA provider to ensure both that the Project Plan, including Accomplishments, described in Attachment 1, is completed and that all instances of non-compliance with HUD's HMIS requirements are resolved by the end of the period of performance. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient agrees to receive HUDfunded TA. If the Recipient's Project Plan includes HMIS Consolidation or HMIS functionality changes, the Recipient must submit its HMIS Governance Charter and HMIS Policies and Procedures to a HUD-funded TA provider for review by the deadline specified in Appendix 3. Upon receiving the TA provider's comments and recommendations, the Recipient must review each comment and recommendation identified by the TA provider and must correct all instances of non-compliance with HUD's HMIS requirements. The Recipient acknowledges that the TA provider's review and recommendations are provided solely to improve the capacity of the Recipient and its CoC to meet applicable HMIS requirements, including Governance Charter requirements and HMIS Data and Technical Standards.
- G. CoC Governance Charter. Recipient must revise and update the applicable governance charter(s) (required by 24 CFR 578.7(a)(5)) within 12 months of the Federal Award Date to meet the following standards and obtain CoC and HUD approval of the updated governance charter(s) within the 12-month period:
 - a. Identifies a single designated HMIS Lead, along with the process for identifying the HMIS Lead;
 - Specifies the CoC(s) responsible for entering into the HMIS Lead agreement with the HMIS Lead;
 - Specifies the responsibilities and relationships between the CoC(s), HMIS Lead, and other participants relevant to the HMIS;
 - d. Specifies how the CoC(s) and the HMIS Lead will work together to establish, support, and manage the HMIS in a manner that meets HUD's standards for data quality, privacy, and security;
 - e. Outlines the process the HMIS Lead will follow to develop and maintain required HMIS policies and standards related to functionality, privacy, security, and data quality;
 - f. Requires that the HMIS Lead enter into written HMIS End User agreements with each organization that participates in and contributes data to the HMIS, which

- organizations are also known as Contributing Homeless Organizations (CHOs); and
- g. Specifies HMIS End User fee charged of CHOs by the Continuums(s) or HMIS Lead, if any, and the basis for the fee.
- H. HMIS Consolidation Project Memorandum of Understanding (MOU). If the Recipient's Project includes HMIS Consolidation the Recipient must ensure that each Collaborative Applicant, UFA, and HMIS Lead involved in the consolidation is carrying out its respective roles and responsibilities as provided in the MOU required by Article III.E.6 of the NOFA throughout the term of the Grant Agreement.
- I. Program Income. Costs that are incidental to the generation of program income, as defined under 2 CFR 200.80, and that are not paid with Grant Funds may be deducted from gross income when determining program income for purposes of this Grant Agreement. The share of program income generated by the Project that is proportional to the share of total Project costs paid with Grant Funds must be treated as an addition to the Grant Funds and used for the purposes and under the conditions of this Grant Agreement. The Recipient must expend available program income before drawing down Grant Funds, as required by 2 CFR 200.305.
- Reporting. Every three months during the Period of Performance, the Recipient J. must submit performance reports to HUD and must include a completed Federal financial report as part of, and an attachment to, each performance report. During the Period of Performance, the Recipient must submit these reports within 30 days following the end of each three-month period. The Recipient must submit its final performance report, including the final financial report, within 90 days after the Period of Performance End Date. If HUD determines more frequent reporting is necessary for the effective monitoring of the Recipient's performance or use of funds under this Grant Agreement, HUD may require the Recipient to submit its performance reports on a monthly basis. The performance reports must contain the information required under 2 CFR 200.328(b)(2), including a comparison of actual accomplishments to the objectives indicated in the Recipient's approved application, the reasons why established goals were not met, and additional pertinent information including analysis and explanation of cost overruns, high unit costs, or lack of drawdowns over the three-month period covered in the performance report. Financial reports must be submitted using the Federal Financial Report (SF-425), or such other reports as HUD may require and as approved by OMB and listed on the OMB Web site at https://www.whitehouse.gov/omb/. If a report submission is insufficient, HUD will reject the report and notify the Recipient in writing of the corrections the Recipient must make. HUD may suspend the Recipient's ability to draw down Grant Funds while the Recipient has an overdue performance or financial report.
- K. Indirect Costs. The Recipient must complete Appendix 2, the "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the

Recipient are incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

Article III

- A. 2 CFR Part 200. The Recipient and each subrecipient under this Grant must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as now in effect and as may be amended from time to time. These requirements include, but are not limited to, the requirements at 2 CFR 200.317 200.326 (Procurement Standards), 2 CFR Part 200, Subpart E (Cost Principles), and 2 CFR Part 200, Subpart F (Audit Requirements). The Recipient must notify HUD upon any change in the Recipient's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement, if necessary, to reflect the change.
- **B.** Compliance with Civil Rights Laws. As applicable, the activities undertaken under the Grant Agreement are subject to Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR part 1, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8, and the Age Discrimination Act and implementing regulations at 24 CFR part 146.
- C. Equal Participation of Faith-based Organizations in HUD Programs and Activities. The Recipient must comply with 24 CFR 5.109.
- **D.** Real Property Acquisition and Relocation. The Recipient must comply with 49 CFR part 24.
- E. Compliance with Transparency Act. The Recipient must comply with the Award Term for Reporting Subawards and Executive Compensation, which is attached as Appendix I to this Grant Agreement.
- F. Debarment and Suspension. The Recipient must comply with 2 CFR Part 2424.
- **G.** Participation in HUD-Sponsored Program Evaluation. The Recipient agrees to cooperate with all HUD staff, contractors, or designated grantees that perform HUD-funded research or evaluation studies.
- H. Drug-Free Workplace. The Recipient must comply with drug-free workplace requirements in 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR part 182).
- I. Conflicts of Interest. The Recipient must disclose in writing any potential conflict of interest to HUD. The Recipient and any subrecipient under this Grant must have written standards of conduct for procurements that meet all requirements in 2 CFR 200.318(c). In cases not governed by 2 CFR 200.318(c), the Recipient and its subrecipient(s) must comply with the following conflict of interest requirements:
 - a. <u>General prohibition</u>. No person who is an employee, agent, consultant, officer, or official of the Recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the

- activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include the following relations of the person, whether by blood, marriage or adoption: spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.
- b. <u>Exceptions</u>. HUD may grant an exception to the General Prohibition (described in paragraph (a)) upon the Recipient's written request and satisfaction of the Threshold Requirements for Exceptions (described in paragraph (c)), if HUD determines the exception will further the Federal purpose of the Grant and the effective and efficient administration of the Grant-funded activities, taking into account the cumulative effects of the Factors To Be Considered for Exceptions (described in paragraph (d)).
- c. <u>Threshold Requirements for Exceptions</u>. HUD will consider an exception only after the Recipient has provided the following documents:
 - A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - ii. An opinion of the Recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- d. <u>Factors to Be Considered for Exceptions</u>. In determining whether to grant a requested exception after the Recipient has satisfactorily met the Threshold Requirements for Exceptions (described in paragraph (c)), HUD will consider the cumulative effect of the following factors, where applicable:
 - Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program that would otherwise not be available;
 - ii. Whether an opportunity was provided for open competitive bidding or negotiation;
 - iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a);
 - vi. Whether undue hardship will result either to the Recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - vii. Any other relevant considerations.

- J. Prohibition Against Lobbying Activities. The Recipient must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Recipient must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Recipient must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87.
- K. Environmental Requirements. As provided in Section VI.B.10 of the NOFA, the activities funded under this Grant Agreement are categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and not subject to environmental review under related laws and authorities.

Article IV.

- A. Noncompliance. If HUD determines preliminarily that the Recipient or one of its subrecipients has not complied with the terms and conditions of the Grant Agreement, HUD will give the Recipient notice of this determination and an opportunity to demonstrate, within the time prescribed by HUD, and on the basis of substantial facts and data, that the Recipient has complied with the requirements. Upon preliminary determination HUD may change the method of payment to reimbursement and require the Recipient to submit documentation before payment and obtain HUD's prior approval each time the Recipient draws down funds. To obtain prior approval, the Recipient may be required to manually submit its payment requests and supporting documentation to HUD in order to show that the funds to be drawn down will be expended on eligible activities in accordance with the Grant Agreement. If the Recipient fails to demonstrate to HUD's satisfaction within the prescribed time that the activities were carried out in compliance with the Grant Agreement, HUD may impose additional conditions, as described in 2 CFR §200.207, or take one or more of the actions described in 2 CFR 200.338, or require the Recipient to receive HUD-funded TA, or may terminate the grant.
- **B.** Closeout. The grant will be closed out in accordance with 2 CFR part 200. No later than 90 days after the Period of Performance End Date, unless HUD grants an extension, the Recipient must provide to HUD the following, in the format(s) approved by HUD:
 - a. A certification of completion of all activities;
 - b. A certification of compliance with all requirements of the Grant Agreement;
 - A report of the amount and types of costs charged to the Grant and a certification that the costs meet the allowability and allocability requirements of 2 CFR Part 200, Subpart E.

- d. The final performance report, including as an attachment the final financial report.
- C. Continuing requirements. Closeout of the Grant shall not affect the Recipient's record retention responsibilities under 2 CFR 200.333 or any other continuing responsibilities of the Recipient under this Grant Agreement. When original or replacement equipment acquired under this Grant Agreement is no longer needed for the activities described in the application or activities supported by HUD, the Recipient shall request disposition instructions from HUD.

Article V

A. Notice. All notices, requests, demands, reports, and other communications which are required or permitted to be given under this Grant Agreement must be in writing and sent by email to the addresses listed below. All such notices, requests, demands, reports and other communications shall be effective upon the date the email is sent. Either party to this Grant Agreement may change such party's address for purposes of this Section by sending to the other party to this Grant Agreement written notice of the new address in the manner specified in this Section.

If to HUD, to: HMISNOFA@hud.gov

If to Recipient, to: judith.tackett@nashville.gov

B. Entire Agreement. This Grant Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by HUD and the Recipient.

UNITED STATES OF AMERICA, Secretary of Housing and Urban Development
BY: Signarure) . BM
Jemine A. Bryon, Deputy Assistant Secretary for Special Needs (Name and Title of Authorized Official)
SEP 3 0 2019
(Date)
RECIPIENT
(Name of Organization) BY: (Signature of Authorized Official)
(Name and Title of Authorized Official)

(Date)

This agreement is hereby executed on behalf of the parties as follows:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED: 10/3/19 Date APPROVED AS TO AVAILABILITY OF FUNDS: Talia Lomax-O'dneal, Director Date Department of Finance APPROVED AS TO RISK AND INSURANCE: APPROVED AS TO FORM AND LEGALITY: 10/4/19 Date Assistant Metropolitan Afforney FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Attachment 1 Project Plan and Project Budget: Metropolitan Social Services of Nashville & Davidson County - TN-504

Project Plan, including Activity, Outcomes and Completion Date

Budget Line Item Category	Activity	Outcome	Completion (time from award date)
1	Implementing Homeless Management Information System (HMIS) Software module to support 100% of Emergency Shelter (ES) bed coverage	HMIS leadership and Vendor implements HMIS Software module to support 100% ES bed coverage	24 months
2	Creating and posting HMIS Consultant Request for Proposals (RFP)	Continuum of Care (CoC) creates and posts HMIS Consultant RFP	3 months
2	Reviewing Consultant RFP and selecting Consultant	CoC reviews and selects Consultant and enters into a contract	6 months
2	Training HMIS leadership on Tableau	HMIS leadership train on Tableau	6 months
2	Reviewing and updating online HMIS training material for CoC	Consultant and HMIS leadership reviews and updates online HMIS training material for CoC	9 months
2	Reviewing and updating HMIS Governance Charter, structure, roles and responsibilities with support from HUD Technical Assistance Provider	Consultant reviews and updates HMIS Governance Charter, structure, roles and responsibilities with support from HUD Technical Assistance Provider and CoC approves changes	9 months
2	Developing an End User Training Plan	Consultant and HMIS leadership approve and implements HMIS End User Training Plan	12 months
2	Reviewing HMIS functionality and providing recommendations based on assessment, with support from HUD Technical Assistance Provider	Consultant and HMIS leadership reviews HMIS functionality with support from HUD Technical Assistance Provider and provides recommendations to address concerns or needs.	12 months

2	Reviewing and updating HMIS Policies and Procedures with support from HUD Technical Assistance Provider	Consultant, CoC, and HMIS leadership reviews and updates HMIS Policies and Procedures with support from HUD Technical Assistance Provider and CoC approves changes	12 months
2	Implementing Train-the-Trainer program	Consultant and HMIS leadership implement Train-the-Trainer program	15 months
2	Training responsibilities transferred from the Consultant to the HMIS Lead staff.	HMIS Lead assumes training responsibilities from the Consultant	18 months
2	Training HMIS Lead staff in preparation for a train-the-trainer method and training CoC HMIS Oversight Committee	HMIS leadership trains on HMIS Software	23 months
2	Implementing help desk ticketing system	HMIS Lead implements help desk ticketing system	24 months
3	Participating in three (3) HUD approved National Human Services Data Consortium (NHSDC) Conferences, HUD Data Academy and two (2) staff attends one NAEH conference/year	HMIS Lead participates in three (3) HUD approved NHSDC Conferences, HUD Data Academy and two (2) staff attends one NAEH conference/year	24 months

Project Budget and Budget Line Items (BLI)

The parties agree this Attachment contains the approved budget for the project. Differences from the budget proposal contained in the applicant's phase 2 application and this Attachment are intentional. Any conflict between the applicant's phase 2 budget proposal and this Attachment will be resolved by adhering to this Attachment.

Budget Line Items* (bold) and sub-activities (unbolded)	Amount Awarded
1. BLI: Upgrading, customizing, and configuring existing HMIS's functionality	\$5,400
ShelterPoint Auxiliary \$2,700/year	\$5,400
2. BLI: Improving HMIS data quality so that it meets HUD's HMIS data and performance standards and the CoC's data needs	\$101,540
Consultant Request for Proposals	\$0
Consultant selected and hired	\$45,148
Tableau dashboard training for two staff and licenses	\$8,700
Online HMIS training material for the community	\$0
HMIS Governance Charter review and update	\$0
HMIS End User Training Plan	\$0
HMIS functionality review and recommendations	\$0
HMIS Policies and Procedures review and update	\$0
Train-the-Trainer program launched	\$0
Transfer training responsibility	\$0
Sending two (2) HMIS staff/year for vendor training and on-site vendor training: Four (4) days/yr.	\$42,940
Help Desk Ticketing System	\$4,752
3.BLI: Training of HMIS Lead staff and CoC Leadership through participation in HUD approved training event(s)	\$43,060
NHSCDC attendance twice/year including HUD Data Academy for three (3) HMIS staff and CES manager (\$16,920); NAEH one (1) staff/conference (twice/yr \$4,610)	\$43,060
4.BLI: Activities necessary to complete an HMIS consolidation	\$0
5.BLI: Indirect administrative cost	\$0
Total Budget	\$150,000

^{*}Budget Line Item changes greater than ten percent (10%) require HUD approval. Note that the 10% applies to Budget Line Items and not to each activity listed underneath each Budget Line Item

Appendix 1

Award Term for Reporting Subawards and Executive Compensation

- a. Reporting of first-tier subawards.
- 1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this Award Term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this Award Term).
- Where and when to report.
- i. The Recipient must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.
- b. Reporting Total Compensation of Recipient Executives.
- 1. Applicability and what to report. The Recipient must report total compensation for each of the Recipient's five most highly compensated executives for the preceding completed fiscal year, if—
- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, the Recipient received—
- (A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); 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 section 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.)
- 2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:
- i. As part of the Recipient's registration profile at https://www.sam.gov
- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.

- 1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (B) \$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 subawards); and
- ii. 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 section 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.)

- 2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To http://www.fsrs.gov
- ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, the Recipient is exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

- 1. Entity means all of the following, as defined in 2 CFR part 25:
- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- 3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the Recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.4. Subrecipient means an entity that:
- i. Receives a subaward from the Recipient under this award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 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.

Appendix 2

INDIRECT COST RATE SCHEDULE

Agency/department/major function	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the Grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elect to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the Grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Appendix 3

PERFORMANCE SCHEDULE

Grant Agreement Deliverable	Due Date
Recipients required to receive HUD-assigned Techn	ical Assistance (TA)*
Meet with HUD-assigned TA provider to agree on level and frequency of TA support needed	30 days after the Federal Award Date
Provide status update on activities and milestones to TA provider	30 days after the Federal Award Date and every 30 days thereafter.
Submit current CoC Governance Charter and HMIS Policies and Procedures to assigned TA provider for review	30 days after the Federal Award Date
Submit updated CoC Governance Charter and HMIS Policies and Procedures to HUD, including documentation evidencing a review of each comment and recommendation identified by the TA provider and correction of all instances of non-compliance with Article II.G. standards and HUD's HMIS requirements.	9 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date
Recipients not receiving HUD-assigned TA or voluntarily i	receiving HUD-assigned TA
Submit CoC Governance Charter and HMIS Policies and Procedures to HUD for review	6 months after the Federal Award Date
CoC Governance Charter must meet Article II.G. standards.	12 months after the Federal Award Date
Submit performance reports, including financial reports	Starting 90 days after the Federal Award Date and every 90 days thereafter.
Complete all activities	24 months after the Federal Award Date

^{*}For Grant Agreements that include HiMiS Consolidations of HMIS functionality changes the Recipient must receive HUD-funded TA throughout the term of the Grant Agreement. HUD has not approved software changes without HMIS Consolidation.

ORIGINAL

2019 OCT 29 PM12:10 FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2019 - 63

A resolution approving a grant agreement of the Homeless Management Information System (HMIS) grant between the U.S. Department of Housing and Urban Development (HUD) and the Metropolitan Social Services Department Homeless Impact Division, to contribute to the national effort to end homelessness.

Introduced	NOV 05 2019
Amended	
Adopted	NOV 05 2019
Approved_	NOV 06 2019
By Metropolitar	2 Congan Mayor

Metro Council Office

OCT 2 5 2019 Time: 2.40a By: 06