Grant# NM-01-YCSP-MAC

# Grant Agreement Between Northern Middle Tennessee Local Workforce Development Board (Grantor), Workforce Essentials, Inc. (Fiscal Agent) And Grantee, Metropolitan Action Commission (Grantee)

This Grant by and between Grantor, NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE DEVELOPMENT BOARD, hereinafter referred to as "NMTLWDB" as the WIOA grant recipient from the Tennessee Department of Labor and Workforce Development with WORKFORCE ESSENTIALS serving as Fiscal Agent and Metropolitan Action Commission (MAC), hereinafter referred to as the "Grantee," is for the provision of establishing programs and services in an integrated workforce system as the Career Services Provider through the American Job Center as authorized under Public Law 113-128 of the Workforce Innovation and Opportunity Act (WIOA), and as further defined in the "SCOPE OF SERVICES"

The Grantee is a governmental organization.

Grantee Place of Incorporation or Organization: Tennessee

Grantee FEIN: 62-0694743

Grantee DUNS: Number: 078217668

The Metropolitan Action Commission address is:

Metropolitan Action Commission, 800 2<sup>nd</sup> Avenue North Nashville, TN 37201

## A. SCOPE OF SERVICE

The Grantee will deliver services and coordination of eligible in-school and out-of-school youth through the American Job Centers in Nashville as reference in NMTLWDB Request for Proposals, the MAC Youth Career Service Provider proposal. (Refer to Attachment A)

- A.1. To deliver services in accordance and compliance with:
  - a. The Grantee shall establish career services as described in Public Law 113-128-Section 134(c) (2) and training services as described under Section 134(c)(2)(A) and support services under Section (134) (d) (A)(II). Career service under WIOA include, but are not limited to, outreach, intake, orientation, and initial assessment of skills levels, determination of eligibility, job search, placement services, and creation of individual development plans. Training services include, but are not limited to Occupational skills, On the Job Training, entrepreneurial training, and adult literacy training. Support services include but are not limited to child support; transportation, dependent care, and needs based and needs related payments.

All services must comply with the applicable WIOA rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government, State of Tennessee or NMTLWDB. These include the One Stop Comprehensive Financial Management Technical Assistance Guide ("TAG"). The TAG, part I and part II and any subsequent amendments to the TAG, constitutes a part of this agreement and is incorporated into this Grant Contract by reference. The TAG is located at <a href="https://www.tn.gov/workforce/article/staff-partnering-agencies-sub-grantee-">https://www.tn.gov/workforce/article/staff-partnering-agencies-sub-grantee-</a>

<u>resource</u> until it is replaced by WIOA financial guidance issued by the U.S. Department of Labor Employment and Training Administration.

- b. The applicable rules, regulations, directives, instructions, and policies promulgated or issued pursuant to WIOA issued by the U. S. Government, Tennessee Department of Labor and Workforce Development and the Northern Middle Tennessee Local Workforce Development Board, and
- c. All applicable federal, state, and local laws, rules and regulations;
- d. Specifically, to act as the Title 1 Service Provider, within the 13 county region of the NMTLWDB and hire and supervise staff to arrange for various career, training and support services for WIOA Adults, Dislocated Workers and Youth (to include the 14 youth elements), as outlined in the MOU for the Career Service Provider (section II), executed between NMTLWDB and MAC within the scope of services Attachment A. Additionally, MAC will provide staff to support other programs such as, but not limited to, Rapid Response, Business Services to include Consolidated Business Grants, On the Job Training Grants, Incumbent Worker Training as well as other workforce activities from time to time, as directed by the Board.

#### A.2. Use of Jobs4TN.

As a partner providing workforce services programs, the Grantee agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicant recruitment/referral. This supports the service goals of the WIOA programs as well as the performance reporting requirements referenced in section A.3. and A.4. of the contract scope of services and deliverables respectively.

#### A.3. Service Goals.

Performance Goals for WIOA activities are listed in Public Law 113-128 Section 116(b)(2)(A)(ii) for youth. The indicators for adult and dislocated workers are entered employment, employment retention and average earnings; youth indicators are placement in employment and education, attainment of a degree or certificate, literacy and numeracy gains and or training program leading to a recognized post-secondary credential.

#### A.4. Reporting Requirements.

The Grantee shall comply with all reporting requirements to include: data entry in the Virtual One-Stop ("VOS") system; and to include any other system or partner system required or vetted under WIOA for measuring performance outcomes, submission of associated monthly expenditure or financial analysis reports, and closeout packages, in the manner specified by the NMTLWDB and under all applicable laws, regulations, and instructions (in order to account for all funds expended by the Grantee pursuant to this Grant). All the forms, instructions, and/or guidance for reporting and requesting funds can be found on the department's Workforce Services Division website.

## A.5. <u>Incorporation of Federal Award Identification Worksheet.</u>

The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant Contract.

#### B. GRANT TERM

## B.1. Grant Term.

This Grant shall be effective for the period commencing on <u>January 1, 2021</u> and ending on <u>June 30, 2022</u>. NMTLWDB shall have no obligation for services rendered by the Grantee which are not performed within the specified period. NMTLWDB reserves the right to renew this grant for an additional two years based upon performance outcomes and budget negotiations with Grantee based upon future year allocations. This Grant may only be extended by a written amendment executed by all parties hereto and approved by Northern Middle Tennessee Local Workforce Development Board officials.

## C. PAYMENT TERMS AND CONDITIONS

## C.1. Maximum Liability.

In no event shall the maximum liability of the NMTLWDB under this Grant exceed eight hundred thousand dollars (\$800,000). The Grant Budget attached and incorporated herein as a part of this Grant as Attachment B, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. 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 NMTLWDB is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.5.

## 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, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

To reimburse the Grantee for allowable costs incurred and to make payments for the Grantee's services, all costs must be in accordance with the WIOA Financial Management Handbook. All payments made under this grant shall be limited by the amounts and categories of expenses outlined in the budget document attached hereto as "Attachment B". Such attachment is incorporated in and made a part of this Grant by reference. In the event the total payments exceed the expenses incurred by the Grantee or the budget estimates, the grantee shall refund the difference to Northern Middle Tennessee Local Workforce Development Board.

## C.4. <u>Travel Compensation</u>.

Reimbursement to the Grantee for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State of Tennessee Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.

## C.5. Budget Line Item.

The expenditure of funds made available through this Grant shall adhere to the line item amounts in the attached Grant Budget. The Grantee may request revisions of Grant Budget Line Items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Budget amount. Grant Budget Line Item revisions may not be made without prior, written approval of Northern Middle Tennessee Local Workforce Development Board in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Amendment.

The Grantee shall submit a final expenditure report within 30 days following the end of the grant period. Said report shall be in form and substance acceptable to Northern Middle Tennessee Local Workforce Development Board. Northern Middle Tennessee Local Workforce Development Board will not be responsible for the payment of claims that are submitted later than the 30 days required for the final expenditure report.

If total payments made by Northern Middle Tennessee Local Workforce Development Board for the period of this grant exceed qualifying expenditures, the Grantee shall refund to the Northern Middle Tennessee Local Workforce Development Board the difference. The refund shall accompany the final expenditure report that is due 30 days after the end of the grant period.

## C.6. Invoice Requirements.

The Grantee shall invoice the NMTLWDB through its Fiscal Agent, Workforce Essentials, Inc. at least monthly, or as requested, with all necessary supporting documentation, and present such to:

Workforce Essentials, Inc. 523 Madison Street Suite A Clarksville, TN 37040

- 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 NMTLWDB).
  - (5) Grantor: Northern Middle Tennessee Local Workforce Development Board.
  - (6) Grantee Name.
  - (7) Grantee Remittance Address.
  - (8) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (9) 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.
    - 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 NMTLWDB is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.6.
- c. Specific invoicing requirements relating to fiscal and performance accountability will be requested to comply with WIOA and State requirements.

## C.7. Indirect Cost.

Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the NMTLWDB 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 NMTLWDB, and subject to the availability of funds the NMTLWDB agrees to remit any underpayment to the Grantee.

## C.8. 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 the Cost Allocation Plan of the NMTLWDB and the Grantee's approved Cost Allocation Plan.

#### C.9. Payment of Invoice.

The payment of the invoice by Workforce Essentials on behalf of Northern Middle Tennessee Local Workforce Development Board shall not prejudice Northern Middle Tennessee Local Workforce Development Board's right to object to or question any invoice or matter in relation thereto. Such payment shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

#### C.10. Non-allowable Costs.

The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Northern Middle Tennessee Local Workforce Development Board, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.

## C.11. NMTLWDB Right to Set Off.

NMTLWDB reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the Northern Middle Tennessee Local Workforce Development Board any amounts which are or shall become due and payable to the NMTLWDB by the Grantee.

## D. STANDARD TERMS AND CONDITIONS

#### D.1. Required Approvals.

Northern Middle Tennessee Local Workforce Development Board is not bound by this Grant until it is approved by the appropriate Northern Middle Tennessee Local Workforce Development Board officials.

## D.2. <u>Modification and Amendment</u>.

This Grant may be modified only by a written amendment executed by all parties hereto and approved by Northern Middle Tennessee Local Workforce Development Board officials.

## D.3. <u>Termination for Convenience</u>.

Either party may terminate the Grant by giving the other party at least thirty (30) days written notice before the effective termination date. In that event, the Grantee shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date, but in no event shall the NMTLWDB 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 NMTLWDB is liable shall be determined by the Tennessee Department of Labor and Workforce Development.

## D.4. Termination for Cause.

If either party fails to properly perform its obligations under this Grant in a timely or proper manner, or if either party violates any terms of this Grant, the other party shall have the right to immediately terminate the Grant. Notwithstanding the above, the Grantee shall not be relieved of liability to Northern Middle Tennessee Local Workforce Development Board for damages sustained by virtue of any breach of this Grant by the Grantee.

## D.5. Subcontracting.

The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of Northern Middle Tennessee Local Workforce Development Board.

Notwithstanding any use of approved subcontractor's, the Grantee shall be the prime contractor and shall be responsible for all work performed.

#### D.6. Conflicts of Interest.

The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the Northern Middle Tennessee Local Workforce Development Board as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractors or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.

#### D.7. Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- D.7.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- D.7.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D.7.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 sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds 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 shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Northern Middle Tennessee Local Workforce Development Board: Marla Rye 523 Madison Street Suite A Clarksville, Tennessee 37040 Telephone: (931)-905-3500 mrye@workforceessentials.com

#### The Grantee:

Metropolitan Action Commission Attn: Dr. Cynthia Croom 800 2<sup>nd</sup> Avenue North Nashville, TN 37201 Telephone: (615) 862-8860 Cynthia.croom@nashville.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States Postal Service mail on the same date of the facsimile transmission.

#### D.9. Subject to Funds Availability.

The Grant is subject to the appropriation and availability of Northern Middle Tennessee Local Workforce Development Board and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Northern Middle Tennessee Local Workforce Development Board reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by Northern Middle Tennessee Local Workforce Development Board. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. 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 Northern Middle Tennessee Local Workforce Development Board 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 or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State, constitutional, or statutory law including Section 188 of WIOA. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### D.11. HIPAA Compliance.

The NMTLWDB and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the NMTLWDB that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the NMTLWDB, including cooperation and coordination with NMTLWDB and the 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 NMTLWDB 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 NMTLWDB and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee is responsible for any violation by the Grantee or its subcontractors of the Privacy Rules, including the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the NMTLWDB because of its violation, subject to any limitations as a result of the Grantee being considered a governmental entity. The Grantee will not indemnify, defend or hold harmless NMTLWDB in any fashion, regardless of any language in any attachment or other document that the NMTLWDB may provide.

#### D.12. Public Accountability.

If this Grant involves the provision of services to citizens by the Grantee on behalf of the State of Tennessee and Northern Middle Tennessee Local Workforce Development Board, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454."

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

#### D.13. <u>Public Notice</u>.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with The Department of Labor and Workforce Development." Any such notices by the Grantee shall be approved by Metropolitan Action Commission.

#### D.14. Licensure.

The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

#### D.15. Records.

The Grantee shall maintain documentation for all charges against Northern Middle Tennessee Local Workforce Development Board under this Grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the USDOL and Northern Middle Tennessee Local Workforce Development Board, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards* including any revisions to such documents.

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.

## D.16. Monitoring.

The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by Northern Middle Tennessee Local Workforce Development Board and other governing agencies.

## D.17. <u>Progress Reports</u>.

The Grantee shall submit monthly progress reports to Northern Middle Tennessee Local Workforce Development Board as requested.

## D.18. <u>Annual Report</u>.

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 NMTLWDB send electronic copies of annual and final reports to the NMTLWDB via email and regular mail. 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 NMTLWDB or State Grantor Agency. Annual and final report documents to be completed by the Grantee shall appear on the NMTLWDB's website or as an attachment to the Grant Contract.

#### D.19. Audit Report.

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

The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant. The annual report for any Grantee that receives \$750,000 or more in aggregate federal and/or State funding for all its programs shall include audited financial statements. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury. The Grantee will be responsible for the cost of this audit. Copies of such audits shall be provided to NMTLWDB and be made available to the public.

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

## D.20. Procurement.

If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the Northern Middle Tennessee Local Workforce Development Board before purchasing any equipment under this Grant.

#### D.21 Strict Performance.

Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

#### D.22. Independent Contractor.

The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Grantee, being an independent contractor and not an employee of the State or NMTLWDB, agrees to carry adequate public liability and other appropriate forms of

insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

#### D.23. Limitation of NMTLWDB's Liability.

To the extent not prohibited by Tennessee law, including but not limited to T.C.A. 12-3-701, the NMTLWDB shall have no liability except as specifically provided in this Grant Contract. In no event will the NMTLWDB 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. To the extent not prohibited by Tennessee law, including but not limited to T.C.A. 12-3-701, the NMTLWDB'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 nonperforming 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 nonperforming 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 nonperforming 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 NMTLWDB of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the NMTLWDB 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 NMTLWDB 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 NMTLWDB 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. State Interest in Equipment or Motor Vehicles.

Motor Vehicles shall not be purchased under this Grant. The following clauses pertain only to Equipment. For further clarification reference Section E.8.

The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;

- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used:
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

#### D.28. Governing Law.

This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee.

## D.29. Completeness.

This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

## D.30. <u>Severability</u>.

If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.

## D.31. Headings.

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

## D.32. Iran Divestment Act.

The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §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.33. 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;
- 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 NMTLWDB 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.

## 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, these special terms and conditions shall control.

#### E.2. 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 NMTLWDB or acquired by the Grantee on behalf of the NMTLWDB that is regarded as confidential information under state or federal law shall be considered "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 NMTLWDB 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.3. Printing Authorization.

The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

## E.4. Work Papers Subject to Review.

The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

## E.5. <u>Disclosure of Personal Identity Information</u>.

The Grantee shall report to the NMTLWDB any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the NMTLWDB, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the NMTLWDB under this Grant Contract or otherwise available at law.

## E.6. 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 NMTLWDB/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 <a href="http://www.sec.gov/answers/execomp.htm.">http://www.sec.gov/answers/execomp.htm.</a>).

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 NMTLWDB 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 NMTLWDB 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 NMTLWDB may terminate this Grant Contract for cause. The NMTLWDB 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.7. Additional Requirements.

The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 29 CFR 97.36(i)(1-13) are met and that the Grantee provides information to the NMTLWDB/State as required.

The Grantee (and any subcontractor) shall comply with the following:

- a. Subsection (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- b. Subsection (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163)

## E.8. Equipment.

Awardees must receive *prior approval* from Northern Middle Tennessee Local Workforce Development Board for the purchase and/or lease of any equipment with a *per unit acquisition cost of \$2,000 or more, and a useful life of more than one year.* This includes the purchases of ADP equipment. A detailed description of equipment to be purchased, including price quotes, should be included with the grant proposal. If not, grantee must submit this required detailed description list to Northern Middle Tennessee Local Workforce Development Board for review within 30 days of the grant/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.

## E.9. Third Party Revenues.

Any income generated by, or received for, this Grant and collected by the Grantee shall be reported to Northern Middle Tennessee Local Workforce Development Board and used to offset authorized grant expenditures. If the Grantee fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of the funds payable to the Grantee shall be reduced by the unearned amount.

The Grantee may initiate a written request for budget revision to program-generated income collected in excess of that budgeted, subject to the conditions that (1) the revision is necessary for attaining or enhancing the grant goals, and (2) the Grantee has requested and received prior written approval of the NMTLWDB. Unless such revision is approved by Northern Middle Tennessee Local Workforce Development Board a corresponding reduction in payments by Northern Middle Tennessee Local Workforce Development Board will be made to reflect the additional collections.

#### E.10. Insurance.

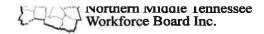
It is acknowledged and understood that the Grantee is a Local Governmental Entity as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such, has its liability limits defined by law. As a Local Governmental Entity, Grantee carries no insurance, however, it is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out in the statute.

#### **IN WITNESS WHEREOF:**

NORTHERN MIDDLE TENNESSEE LOCAL WO	PRKFORCE DEVELOPMENT BOARD, INC.:
Marla W. Rye	11/19/20
NAME: Marla W. Rye, Executive Director	DATE
METROPOLITAN ACTION COMMISSION:	
NAME: Dr. Cynthia Croom, Executive Director	DATE

## **ATTACHMENT A**

See: Attached Operational goals and MAC Youth Services Proposal



## **Operational Goals & Requirements**

#### **ATTACHMENT A**

Metro Action Commis	sion Enroll	ment Goals	
01/01/2021-	06/30/2022		
County	Youth ISY	Youth OSY	Total Youth
Davidson	100	140	240
Goals by Quarter	Youth ISY	Youth OSY	Total Youth
1st Qtr. (1/1/21-3/31/21)	15	20	35
2nd Qtr. (4/1/21-6/30/21)	50	30	80
3rd Qtr. (7/1/21-9/30/21)	10	35	45
4th Qtr. (10/1/21-12/31/21)	10	25	35
5th Qtr. (1/1/22-3/31/22)	10	20	30
6th Qtr. (4/1/22-6/30/22)	5	10	15
Totals	100	140	240

Total Funding	\$320,000.00	\$480,000.00	\$800,000.00
Direct Participant Expenses (MPCR- 50%)	\$ 160,000.00	\$ 240,000.00	\$ 400,000.00
Operational	\$ 160,000.00	\$ 240,000.00	\$ 400,000.00

#### Specific operational terms and Conditions for MAC:

- 1. MAC is responsible for all VOS data entry to include direct participant expenditures.
- 2. Data entry must be timely. All applications and activities must be entered within 10 days of the application date and start date of the service.
- 3. MAC is responsible for uploading eligibility, MSG, and credential documentation as well as supporting documentation for direct participant expenditures into VOS.
- 4. All invoices are due no later than the last working day on or prior to the 10<sup>th</sup> of the month. (Adjustments may be required for holidays and year-end June invoices based upon the TDLWD requirements.)
- 5. All invoices must be reconciled when submitted by ISY & OSY and by line item.
- 6. The VOS Payment Detail report and documentation of reconciliation must accompany the invoice.
- 7. Required expenditure percentages: ISY Minimum 40%, Work Experience 25%, MPCR 50%.

# ATTACHMENT A: MAC Proposal

# METROPOLITAN ACTION COMMISSION TABLE OF CONTENTS

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Attachment B: Conflict of Interest Form	3
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Attachment D: Reference Form	
Two (2) Years of Audited Financial History(included in Section 1, item g)	
Organizational Chart	
Proposal	
Section One: General	
Section Two: Accessibility	
Section Three: Services for Youth	
Section Four: Budget	
Resumes	
Youth Employment Coach Job Description	

# Attachment A: Cover Sheet

Please complete this mandatory cover sheet accordingly.

Organization Name		Metropolitan Action Commi	takon		
Address		800 2nd Avenue North, Na	shville.	TN 37201	
Phone Number		615-862-8860			
Number of Years in Business		56 years	· ·		
FE)N #		62-9694743			
DUMS .		078217668			
Acknowledgement that Proposing not currently debarred or suspendi		s up-to-date on taxes and	×	YES	NO
Acknowledgment that the NMTWB request further information regard situation, if not sufficiently outlines	ing the	respondent's financial	X	YES	NO
		Higher Education	Pro	vale	
		Baffines contactors			
		Community Based Org.	Bu	siness Organi	231:00
Type of Organization	X	Community Based Org		siness Organi her (explain)	23tion
	x	Community Based Org.			zation
Type of Organization (check all that apply)	x	Community-Based Org. Government Agency			zation
	×	Community Based Org. Government Agency Labor Organization	Ot	her (explain)	
	X	Community Based Org. Government Agency Labor Organization Non-Profit	Ot	her (explain)	
(check all that apply)	×	Community Based Org. Government Agency Labor Organization Non-Profit Employment Service State	Ot	her (explain)	

# Please indicate which contract your organization is pursuing.

You	th C	neer Services P	rovider
		n-School Youth	
_		Out of School v	routh
	¢	Both in-School	and Out-of-School
Pro	pose	d Budget Amou	int:
5	1,0	00,000,00	Total Youth Career Services Provide
	\$	392,705.53	in-School Youth
	<	607 294 47	Out-of-School Youth



#### Attachment 8: Conflict of Interest Form

By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if the NMTWB awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the REP. The NMTWB reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

Cynthia Cepan, Executive Director Getting 10/16/2020
Signatury Authority Name and Title Signature Date

Note: This form is a mandatory required document to be considered for either component. Bidders should only complete this form once per entry.

Budget Form: The Chart Below shows the expense breakout between ISY and OSY

Direct Expenses		Amt to Allocate	ISY	OSY	<u>Total</u>
Salaries	\$	237,067.49	\$ 90,949.58	\$ 146,117.91	\$ 237,067.49
Benefits	\$	121,801.73	\$ 46,386.79	\$ 75,414.94	\$ 121,801.73
Total			\$ 137,336.37	\$ 221,532.85	\$ 358,869.22
			38.27%	61.73%	100.00%
Travel	\$	2,000.00	\$ 765.38	\$ 1,234.62	\$ 2,000.00
Professional Developm	\$	2,000.00	\$ 765.38	\$ 1,234.62	\$ 2,000.00
Operational	\$	510.32	\$ 195.30	\$ 315.02	\$ 510.32
Metro Fees	\$	850,00	\$ 325.29	\$ 524.71	\$ 850.00
Total Direct Expenses			\$ 2,051.35	\$ 3,308.97	\$ 5,360.32
Program Indirect Costs		135,770.46	\$ 53,317.81	\$ 82,452.65	135,770.46
Direct Participant Expen	ses				
Work Experience	\$	180,000.00	\$ 100,000.00	\$ 80,000.00	\$ 180,000.00
Supportive Services	\$	170,000.00	\$ 80,000.00	\$ 90,000.00	\$ 170,000.00
Incentives	\$	42,000.00	\$ 20,000.00	\$ 22,000.00	\$ 42,000.00
Individual Training	\$	108,000.00	\$ -	\$ 108,000.00	\$ 108,000.00
Total Direct Participant (	хре	enses	\$ 200,000.00	\$ 300,000.00	\$ 500,000.00
	\$	1,000,000.00	\$ 392,705.53	\$ 607,294.47	\$ 1,000,000.00

# Direct Participant Costs = \$500,000

# IN-SCHOOL YOUTH = \$200,000

ISY Work Experience wages and FICA benefits, MAC will employ at least 60 young people for \$9 per hour for 172 hours = \$100,000

ISY Supportive services, MAC will provide at least 80 young people an average of \$1,000 per individual in supportive services = \$80,000

ISY Incentives, MAC will provide at least 100 young people an average of \$200 per individual in incentives = \$20,000

## Out of SCHOOL YOUTH = \$300,000

OSY Work Experience wages and FICA benefits, MAC will employ at least 20 young people for 19 hours per week for a maximum of 26 weeks = \$80,000

OSY Supportive services, MAC will provide at least 45 young people an average of \$2,000 per individual in supportive services = \$90,000

OSY Incentives, MAC will provide at least 60 young people an average of \$300 per individual in incentives = \$22,000

OSY Individual Training Accounts, MAC will provide at least 18 young people a maximum of \$6,000 per individual in training support through the ETPL = \$108,000

# **Attachment C1: Youth Services Matrix**

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500 LTO Ave. Nashville Tennesses 37203 615 743 3000

nashvillechamber.com

October 14, 2020

Mr. John Watz Northern Middle Tennessee Workforce Board 523 Madison Street Clarksville, TN 37040

Dear John,

Lam writing this letter of support for The Metropolitan Action Commission's Opportunity NOW collaborative proposal to provide intensive case management, service coordination, and paid work experience through the Workforce Innovation and Opportunities Act for eligible young people. The Nashville Chamber of Commerce has partnered with Opportunity NOW since its inception to strengthen and enhance area workforce development strategies including Opportunity NOW's High School Internship Program, and by providing support for the Opportunity Youth Collaborative, a collective impact initiative working to reduce the number of young people ages 16-24 in Nashville who are out of work and out of school. We also serve on the Guiding Team of the Opportunity Youth Collaborative.

As the city's hub for youth employment, Opportunity NOW has repeatedly sought to engage in strategies and partnerships that enhance the overall employability and skills of young people. Both Opportunity NOW and the Chamber recognize that helping young people transition from entry level workers to prepared professionals is a comprehensive process, and we appreciate the role that Opportunity NOW has played in creating and leading that preparation. Their focus on both systems level change as well as creating opportunities that allow for the practical application of skills supports Nashville's young people in moving seamlessly into the high skill, high wage jobs that the city has to offer.

The Nashville Chamber looks forward to the potential expansion of Opportunity NOW's direct service options for the target population and fully support this application. Please let me know if you need additional information from me.

Sincerely,

Laura Ward

Laura Ward

Senior Vice President, Talent Development



October 14, 2020

Joelle-Jude Fontaine Senior Program Officer The Kresge Foundation 3215 W. Big Beaver Road Troy, MI 48084 jjfontaine@kresge.org | 248-643-9630

Dear Northern Middle Tennessee Workforce Board Inc.:

I am pleased to write this letter in support of Metropolitan Action Commission (MAC) to the Northern Middle Tennessee Workforce Board Inc. in response to the Request for Proposal for Workforce Innovation & Opportunity Act: Youth Career Service Grant opportunity, MACs expansion of their youth services through this funding opportunity will enhance the continued implementation of their Two-Generation (2Gen) approach which directly supports Nashville's most underresourced families. MAC serves and impacts an average of 20,000 households through services under Early Education and Youth, Family and Community, Victim of Crimes-Opportunity Youth, and Workforce Services. Their approach to advancing and accelerating social and economic mobility incorporates sector based best practices related to Whole Family/2Gen strategies. The agency's workforce initiative, MAC4Jobs, provides credentialing programs for Head Start/Early Head Start parents and was nationally recognized by the National Community Action Partnership (CAP) as a demonstration for impacting poverty with an intentional focus on the whole family.

The Kresge Foundation recognized the Metropolitan Action Commission for its focus on social and economic mobility with an applied racial equity lens and selected MAC to participate in its national Next Generation Initiative (NextGen), a national competitive cohort initiative with over 200 applications resulting in a cohort of ten sites. The agency was selected in part because of its efforts to prepare parents of children in Head Start for meaningful careers in the technology sector with living nourly wages between \$19 -\$22. The Kresge NextGen Cohort consist of organizations primarily focused on advancing social and economic mobility for children and families living with low income through person-centered, outcomes-based, data driven work that advances racial equity using two-generation, whole family approaches.

The Metropolitan Action Commission's commitment to ensure that the youth and young-adults of Nashville Davidson County are seen, heard, and given an equitable opportunity to access and achieve educational and economic success and stability is well documented through the recent release of their Opportunity Now (ON) report (July 2020), in collaboration with the Opportunity Youth Collaborative. Additionally, MAC strives to addressed deep-rooted community issues while engaging a coalition of diverse stakeholders to accomplish this work. The expansion of their work with in-school and out-of-school youth through this grant opportunity will enhance MACs efforts to ensure social and economic mobility for families that will pass from one generation to the next in Nashville's most vulnerable communities.

Please advise if you have any questions or need additional information.

Regards,

elle Jude Fontaine

3215 W. Big Beaver Road Troy, Michigan 48084 T 248-643-9630 F 248-643-9588 kresge,org Expanding opportunities in Americas cities



October 12, 2020

Northern Middle Tennessee Workforce Board

To Whom It May Concern:

I am writing this letter of recommendation for The Metropolitan Action Commission's Opportunity NOW proposal to provide WIOA Youth services for Davidson County. The Center for Nonprofit Management (CNM) has worked with Opportunity NOW as the backbone organization for Nashville's Opportunity Youth Collaborative, a collective impact initiative working to reduce the number of Opportunity Youth (young people between the ages of 16-24 who are out of work and out of school) in our community.

The Opportunity Youth Collaborative (OYC) is a 2020 CNM Collective Impact Catalyst recipient, Catalyst recipients receive customized consulting services and access to expert thought-partnership for existing and emerging collaborative initiatives using the collective impact framework to enact equitable changes to systems and institutions.

Through their work in the Catalyst, OYC has successfully:

- Increased visibility of the shared OYC agenda through the youth-led release of a report,
   Centering Youth Voice, and accompanying webinars
- Branded and reframed community issues surrounding opportunity youth by allowing young people to tell their own story and co-creates systemic solutions to challenges

As the city's hub for youth employment, Opportunity NOW has repeatedly sought to engage in strategies and partnerships that enhance the overall employability and skills of young people. CNM looks forward to the potential expansion of Opportunity NOW's direct service options for the target population.

Sincerely,

Brad A. Palmertree, MSW

Director of Community Impact

Center for Nonprofit Management

brad@cnm.org

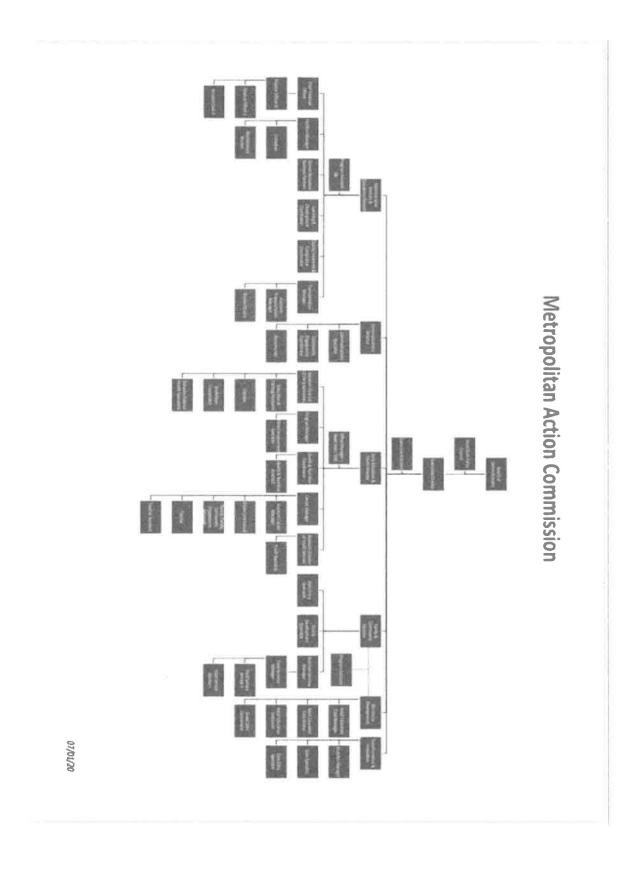
## **Attachment D: Reference Form**

Reference #1: Sandi Hoff, Chief of Staff, Greater Nashville Technology Council Phone # or e-mail: sandi.hoff@technologycouncil.com

Reference #2: Ave' Trotter, CSBG Program Director, TN Department of Human Services Phone # or e-mail: ave.o.trotter@tn.gov

Reference #3: Kreda Yokley, Executive Director, Tennessee Association of Community Action

Phone # or E-mail: kreda4taca@gmail.com



## **Section One: General**

a. The Metropolitan Action Commission (MAC) is the designated community action agency for Nashville and Davidson County. This designation is specifically tied to its administration of Community Services Block Grant (CSBG) funding. MAC is a featured Tennessee Department of Human Services (TDHS) entity for innovative employment and training programs and activities conducted by eligible entities or other neighborhood-based organizations as part of a community antipoverty strategy as a part of the Workforce Innovation and Opportunity Act (WIOA) approved plan for 2020-2023. MAC has been the community action agency for Nashville-Davidson County since August 1964 and was charged with eliminating poverty as part of U.S. President Lyndon Johnson's Equal Opportunity Act of 1964. MAC administers a 38-milliondollar budget and serves over 20,000 households through our Early Education and Youth, Workforce, and Community Services Divisions. The agency provides both direct workforce and training opportunities as well as the wraparound services to support the success of individuals and families using a mutigenerational approach called "Whole Family/Two Generation (2Gen)". This approach builds a system of care around the children; youth, adults, and families to address root causes of poverty and to increase their economic security, educational success, social capital, and health and well-being from one generation to the next. The agency's organizational chart can be found on page 11.

b. MAC's mission is aligned with the spirit of its creation: "The Metropolitan Action Commission changes people's lives, embodies the spirit of hope, improves communities, and makes Nashville/Davidson County a better place to live. We care about the entire community and are dedicated to helping people help themselves and each other." The Vision speaks to the impact of our charge of eliminating poverty by breaking the barriers that prevent a family's transition from poverty: "Breaking the Cycle of poverty in our community, one child, one person, one family at a time." In July 2019, MAC was selected by the Kresge Foundation as one of ten organizations across the country as a Next Generation organization. This designation is due to our work as a leader in the human services field related to advancing the social and economic mobility of children, youth and families with low incomes.

c. As a TDHS partner, MAC's Workforce Division provides opportunities to adult learners to obtain their high school equivalency/GED or HiSET through test preparation, classes, as well as postsecondary/vocational opportunities through its college readiness courses. Our Early Education and Youth Division provides support to children and youth through our Summer Food Service Program, Summer Youth Technology Camp, and Opportunity Now, the TNDHS Justice funded Victims of Crime Act (VOCA). Opportunity Now and VOCA, formerly administered by the Nashville Career Advancement Center (NCAC) is now a part of MAC. This expansion has strengthened our youth services component with a direct focus to improve educational success and introduction to career readiness and pathways. The Youth staff has a combined total of 65 years of experience, which includes prior involvement with administering the WIOA program. Our Making A Change 4 Jobs (MAC4Jobs) initiative allows us to create supports that positively impacts the entire family. MAC4Jobs provides workforce development services and supports to increase earnings and economic stability for families. In an effort to support fathers and significant male figures in the lives of the children of Head Start and Early Head Start, our Father II Father Program, gives voice and support that fosters positive father-child engagement, responsible parenting, and the promotion of healthy relationships. Another component of MAC4Jobs is support to our international families. Our English as a Second Language (ESL)

courses provide English proficiency classes to eliminate barriers to gainful employment and educational opportunities. In response to our city's high demand for Information Technology professionals, our CompTIA A+ Certification Program allows participants to obtain an entrylevel technology credential within a short period time and provide a potential for high wage earning. Program participants also develop career readiness skills (i.e. resumes, mock interviews, paid internship, etc.) in preparation of employment in this field. Upon internship completion, MAC works with participants to obtain a full-time position, often with the employer where they completed their internship. The Workforce Division engages and partners with local employers and other organizations for targeted recruitment. For Head Start and Early Head Start parents that are interest in a profession in early childhood education, our Childhood Development Associate (CDA) Program offers a childcare credential to participants with opportunity to obtain an Assistant Teacher position in the Head Start program with opportunities for advancement. Participants are employed by MAC as a part-time teacher as they are completing their required placement in a certified childcare setting. Upon completion, they are hired into a full-time teaching position or can apply in other childcare settings. Both the CompTIA and CDA programs are now in their fifth year of successful operation.

- d. Ellen Zinkiewicz, MAC's Assistant Director of Youth Services, will spend approximately 4% of her time on this grant project including oversight and supervision, coordinating with partners, and program design and evaluation. Katina Bass, MAC's Youth Specialist, will spend approximately 8% of her time on systems integration, coordinating employer engagement, and securing relationships with partners specifically related to financial literacy. Jody Williams, MAC's Youth Specialist, will spend approximately 5% of her time on recruitment and referral coordination, specifically targeted in the North Nashville community, and will lead internal youth leadership and adult mentoring initiatives. Jeanieca Eubanks, MAC's Youth Specialist, will continue to be funded 100% through outside funding source (Family and Community Services Division grants), but will provide recruitment assistance to this grant by targeting appropriate Head Start families, and coordination education and career exploration and leadership services for In-School Youth (ISY). MAC's Youth Special Projects Coordinator, which is currently in the process of being filled, will continue to be funded 100% through outside funding source (VOCA grant). This position will provide support with systems integration, community collaboration, and assistance with coordinated recruitment of Out-of-School Youth (OSY). New positions will be created for four new MAC Youth Employment Coaches. These positions will spend 100% of their time recruiting WIOA eligible youth, providing youth with client-centered coaching, trauma-informed care coordination, and preliminary career readiness and employment training. The agency's organizational chart can be found on page 11, which reflects the current organizational structure. All positions supporting this grant will report directly to the Assistant Director of Youth Services.
- e. MAC ensures that all staff are provided with continuous learning and development opportunities to maintain and advance their professional credentials through state, local and national training opportunities. A Summer Learning Institute is held every year providing a week of intensive professional enrichment. MAC staff is also provided opportunities for continuing education via the Metro Government Employees Education Fair. MAC also has a robust calendar of professional development training events implemented by, Tennessee Association of Community Action (TACA), Head Start Conference, Community Action Partnership, etc. Currently all Youth Services staff members are required to participate in

Positive Youth Development and Trauma-related training through the Nashville After Zone Alliance (NAZA). This training is universally available to all service providers in the Nashville area in order to create a common citywide understanding of quality youth practice. In addition, MAC participates with the National Youth Employment Coalition and the Aspen Opportunity Youth Forum, both of which offer both communities of practice in the field as well as high quality professional development specific to at-risk or otherwise marginalized young people.

- f. We anticipate finalizing the plan by November 2020. In December, we will host a Strategic Planning and Capacity building session for the Senior Leadership team which is inclusive of the Assistant Director of Youth Services. This session will establish the WIOA coordinated accounting and data management process, make necessary WIOA related updates to existing policy, create needed WIOA specific policy, modify subcontracts as needed and hire and train staff (onboarding). The Training on VOS and Board-mandated processes will occur by January 2021 for the Assistant Director of Youth Services, Youth Coordinators and Youth Coaches. Also, during this month, the transition of existing caseloads will occur. In March 2021, our Youth Coordinators and Youth Coaches will begin enrolling new eligible youth participants.
- g. MAC uses the fiscal accounting system supplied by the Metropolitan Government of Nashville- Davidson County. The system requires that all departmental users to be trained by Central Metro Finance Staff before gaining access to payable, requisitions, etc. Once requirements have been completed and granted access, items are routed through a multi-tiered approval process ensuring clear designation and alignment of duties. The Metro IT Department controls access to the system through a series of security levels to prevent fraud, waste, and abuse. Central Metro Finance holds the primary approval authority and reviews for all transactions before they are officially posted to the General Ledger. All grant expenses are charged directly to the specific grant through a documented invoice received or payroll salary and benefits. All expenses are tracked in the R12 (Metro Government Accounting System) under the fund. Each grant is assigned a fund number which helps track all expenses by month and year-to-date. MAC's Fiscal Division has the ability a report out of R12 at any time, for any month and/or for any designated funding stream. This report will show all expenses charged to the grant, which is used as an important tool to bill the Grantor. The accounting system has different object codes to classify expenses. For the last 2 fiscal years of FY 2018 and FY 2019, there were no findings reported for grants administered by the Metropolitan Action Commission of Metro Government. A schedule has been included in the Single Audit report showing the total expenditures of federal and state awards and the reports required by the Single Audit Act as amended and the uniform guidance. The link to these single audits can be found at the following web link. https://www.nashville.gov/Finance/Accounting/Single-Audit-Report.aspx.
- h. Each grant is assigned a fund number, grant expenditures will be tracked utilizing the respective cost classification per assigned WIOA fund number. The AJC location expenditures will be assigned a subsidiary within the WIOA fund numbers which will correspond with the business units for ISY and OSY programs as deemed appropriate for tracking purposes. All required fiscal reports will be generated via the R12 accounting system.
- i. MAC currently reconciles direct participant costs monthly across all agency programs which includes federal, state and local funding. This includes Early/Head Start, CSBG, LIHEAP, CSAP to name a few. By providing detailed documentation of funds utilized in the implementation of

services, which include team members hours, vendor hours/resources, work experience time sheets, etc. MAC's believes this will substantiate our success in meeting LWDA's requirements.

j. MAC bills expenditures according to the grant contract guidelines and within budgeted limits to include direct and indirect costs. Most grants are billed on a reimbursement basis after the month ends. Metro Government provides payment of payroll, benefits and expenditures which are in turn reimbursed to Metro upon MAC's receipt of the funder's reimbursements. To improve Cash-flow management, MAC bills respective funders more often during the month for direct assistance expenditures to minimize interest expense incurred by Metro Government for upfronting the costs for reimbursement grants.

## Section Two: Accessibility

In an urban, resource rich environment like Nashville Davidson County, there are many opportunities, services, and supports that comprise the 14 required program elements that exist for youth and young adults. Our Opportunity Now (ON) "Centering Youth Voices" research report highlights our youth's perspective on access to many of these identified services that are needed to aid in their educational and career success. This report, which largely includes disconnected youth, revealed that these elements are often not known and/or are difficult for them to access. One young person stated, "If you were lucky and asked the right person the right question on the right day, you might get help." Because of MAC's commitment to equitable opportunity and priority to ending poverty, we will prioritize the delivery and accessibility of these 14 program elements. We will empower our youth to navigate existing resources and provide a more seamless service coordination. Additionally, we will intentionally direct financial resources to help young people access services and supports in a meaningful way that are otherwise not available. In 2018, Nashville State Community College reported that students were often forced to drop out of school as a result of finances (the average price tag of \$700.00). These kinds of experiences should not derail a person's educational achievement. MAC will create program elements that simply do not exist in a format that benefits youth and further supports their development. For example, our Opportunity NOW program will provide paid work experience opportunities for youth whose lack of relevant work history, which could interfere with their ability to maximize their educational attainment or skill development. Each youth that engage in the program will partner with a Youth Coach to identify education and employment goals and together they will create an individualized plan that integrates the 14 program elements, as appropriate. Several of the elements essential to growth and development will be incorporated in all youth plans such as:

- Financial Literacy. MAC partners with Cities for Financial Empowerment's Summer Jobs Connect program, America Saves for Young Workers, an evidence-based program encouraging increased savings among young people, and the Nashville Financial Empowerment Center a free local financial counseling center that provides one-on-one financial counseling to Nashvillians. In addition, Opportunity NOW has historically partnered with Deloitte and the city's Volunteer Income Tax Assistance (VITA) program to provide youth-specific tax assistance at local high schools.
- Leadership Development. All WIOA Youth participants will have opportunities for leadership development including facilitating peer groups, Community Conversations such as those we recently hosted through a Facebook live event (available on the Metro Action YouTube Channel), intentional leadership skill-building workshops such as public speaking

- and Roberts Rules of Order, as well as other opportunities to engage with the larger community to develop solutions to issues of importance to them.
- Adult Mentoring. All WIOA Youth participants will have opportunities to connect with
  adult mentors for the period of participation, these mentoring programs will be based on
  evidence-based models such as Ready to Achieve Mentoring Program developed through
  IEL and OJJDP as well as Tennessee Promise mentors and other age-appropriate resources.
- Follow-Up Services. For a for a minimum of 12-months, MAC Youth Employment Coaches will provide follow-up services for youth who have completed the active phase of the WIOA Youth program.

Other elements will be provided as needed based on the youth individual goals and plan:

- Tutoring, study skills, and dropout prevention services will be provided as needed through service navigation of existing resources including school-based resources, community-based supports provided by area non-profits. In addition, where specific skill-based interventions are required, Metro Action will employ individual tutors to support young people in relevant content areas.
- Alternative Secondary School Services. Alternative Secondary School Services will be coordinated through MNPS.
- Paid and Unpaid Work Experience will be provided to ISY through the agency's Opportunity NOW High School Internship Program which connects young people to extended job shadow opportunities and employment during the summer months. OSY will be supported through longer internships linked to academic and occupational programs of study.
- Occupational Skills Training will be offered several ways including through ITAs and the ETPL and through high education and training programs paid through other resources such as Pell, Tennessee Promise, and other scholarships.
- Comprehensive Guidance and Counseling will be coordinated through a combination of referrals, support for young people in navigating insurance, and directly paying for individual services as necessary.
- Supportive Services will be offered to young people as needed and in compliance with NMTWB's Supportive Services policy.
- Entrepreneurship Training will be provided through a contract with Knowledge Bank, a local provider of youth-oriented, comprehensive financial education.
- Labor Market Information will be provided as needed as part of developing each individual plan. Team members will be trained on high wage/high demand industries within the region, stackable credentials, and other key labor market concepts through a partnership with the Nashville Chamber of Commerce, who regularly releases regional Workforce data and guidance.
- Post-secondary Transition Activities will be provided as needed through referrals to Tennessee Promise, Oasis College Connection, and other local providers of college access support. All team members will also be trained on the requirements of Tennessee Reconnect and the Nashville GRAD program offered by the city in partnership with Nashville State Community College.
- Education Offered Concurrently with Workforce Preparation will be provided by intentional skill building integrated into the High School Internship Program experiences as well as through direct linkages with occupational skills training programs.

In January 2020, the MAC partnered with Martha O'Bryan and Monroe Harding to create Reengagement Hubs. The Hubs are a critical function and support of the Youth Services team by providing service coordination and resources to youth in various program elements.

## **Section Three: Services for Youth**

a. MAC has an aggressive outreach plan to reach individuals and families through various campaign partnerships and promotional activities and events. The aim of promotion of services is to inform the community of its services, about benefits of the services, and to facilitate their service delivery by increasing their participation in the service process. The agency is known in our county as the largest provider of assistance to families in need. In addition, the agency maintains two active databases of over 20,000 households for the purpose of tracking, reporting and engaging individuals and families for specific services. Our databases maintain basic demographic information as well as specific data related to income, employment, and education. Currently, the combined databases have a total of 1,359 young people between the ages of 12-24. This gives the agency direct access to individuals and families who qualify for the proposed youth services. MAC's Communications Division also actively promotes available services and application processes through various media platforms and interviews, often in partnership with external, supportive relationships with the community partners (i.e. grassroots, Nashville Chamber of Commerce, state entities), regional and national media outlets, local newspapers, and media broadcastings networks. Our social media platforms, which include Facebook, Twitter and Instagram have a combined following of approximately 4,000 viewers. As part of our Whole Family/2Gen efforts and self-advocacy, we frequently connect with our families to obtain program and service feedback. Through this engagement, we learned that long-term training programs failed to produce positive results and program completion for many. Our families and data revealed the need for more short-term training programs that yielded high incomes. Short-term certification programs are more ideal and are especially useful for those who cannot afford the time or money to be in school/class for an extended period, the need to start bringing in income as soon as possible, and/or the need to balance life with other family obligations.

b. Based on our internal program evaluations and gathering data from the Tennessee Department of Labor and Workforce (TDLWD) and the Nashville Chamber, we began to study the labor market supply and demand, earnings, employment and unemployment statistics, job outlook/forecasting (next 10 years), and demographics of the labor force. Based on that information as well as statewide training data and customer interests, the MAC developed and piloted an internal certification training program in the fields of technology (CompTIA A+) and childcare (Child Development Associate (CDA)). Currently, we have three (3) initiatives with a focus on short-term and high wage (\$15 or more). The third addition was a career pathway track specifically for youth in the technology area, Youth Technology Camp. The CDA and CompTIA A+ programs provide customers with training that enable them to obtain the required credential necessary to be considered for entry level positions as an early childhood educator or in information technology. In July 2020, MAC released the "Centering Youth Voice" a report that utilized multiple data sources, as well as, youth and community engagement. The report detailed findings and eight (8) recommendations for a Nashville-specific plan for addressing disconnection among young people ages 16-24 who are out of school and out of work. These youth were identified as Opportunity Youth by the U.S. Department of Labor. The report integrated data from both the results of a Youth Participatory Action Research study, funded

through Opportunity NOW, as well as American Community Survey data. The recommendations were Incorporating Youth Voice and Leadership, Strengthen Support for Navigating Career Pathways, Create Coordinated Access Points, Equip Providers for Effective Relationships, Focus on Financial Stability, and Increase Outreach and Recruitment, Align Prevention and Intervention, and Reach Potential Dropouts Early youth of this age range which formed the basis of the strategies outlined in this proposal. In addition to the Opportunity Youthspecific research as a guide for program implementation decisions, MAC has historically utilized the Metro Social Services' Community Needs Assessment to identify service priorities for using CSBG funds along with the Nashville Chamber and TDLWD workforce reports to identify high growth, high demand industries in planning workforce strategies for our services and programs. We are also exploring an expansion of our training program with the potential of piloting a Healthcare focus based on the increase demand in their industry as a result of the global pandemic. Prior to March 2020's natural disaster and the global pandemic's impact on the economy, Metropolitan Nashville Davidson County had approximately 9000 young people ages 16-24 who were out of work and out of school (American Survey data). In July 2020, The Pew Charitable Trust estimated that 28% or close to one (1) in every three (3) young people between this target age group is currently not working or not in school. To that end, Opportunity NOW anticipates serving 180 new OSY per year through this grant. The ISY numbers are slightly harder to estimate since secondary school remain in flux due to the virus and hosting virtual classes or a hybrid model to engage students. However, Opportunity NOW anticipates serving 120 new ISY per year.

- c. Wraparound differs from many service delivery strategies, in that it provides a comprehensive, holistic, youth and family-driven way of responding needs and of the entire family. Wraparound puts the child or youth and family at the center. As previously discussed MAC's Whole Family/ 2Gen and its various services uniquely position us to provide wraparound services through multiple funding sources such as childcare, energy assistance, mortgage assistance and rent payments, prescription costs, rental deposits for homeless residents, as well as work and training supports (i.e. transportation, materials, supplies, stipends) to aid in our ability to meet the needs of both ISY and OSY and their families to address barriers that may impact the entire families' success. With the help of the MAC team members, the youth and their family, based on the age of the youth, will take the lead in deciding their goals, and in developing creative and individualized services and supports that will help them achieve the goals. MAC's Youth Team and its designated partners will work together to put the plan into action, connect the youth and family to the appropriate resources, assess how well it's working, and change it as needed so that services are impactful and produce better outcomes. Since of July 2020, MAC has become backbone organization to Opportunity NOW of the Opportunity Youth Collaborative (OYC). The OYC is a diverse group of community stakeholders (i.e. Nashville Chamber of Commerce, United Way of Greater Nashville, Department of Children's Services, Nashville State Community College, etc.) in the Nashville Area that have come together to improve outcomes for young people out of work and out of school through systems change and service coordination to create a seamless referral pathway and service access for youth. Our partnership represents a collective body working across systems to provide direct support and resources to address all needs and to provide relevant and transparent information to youth and their extended networks.
- d. MAC's Workforce Division has strong relationships with many of the workforce development organizations, employers, and education institutions in Davidson County to connect individuals

and families to career and educational opportunities while creating and maintaining collaborations within the community. In addition, MAC oversees the Nashville Workforce Network, which consists of over 400 employers representing government, nonprofit, corporate, educational institutions and private sectors. Beginning in August 2020, MAC, in collaboration with the Office of Mayor John Cooper, hosted a series of virtual job fairs with area businesses with immediate openings in response to the global pandemic and its impact to the economy, communities and families. MAC also has partnership with the Greater Nashville Technology Council to assist with the adult and youth Information Technology programs. The agency covers the program cost and other support areas for our Head Start and Early Head Start parents to obtain the CompTIA A+ Certification. For the youth program, MAC just completed its fifth summer technology camp, which exposed youth to technology positions and experiences and provided biweekly stipends and a laptop or tablet at the program completion. Opportunity Now also provided summer work experience and internships as well as longer term employment opportunities for older youth. This grant opportunity will allow MAC to expand its youth services utilizing internal services and community and employer relationships in an innovative approach and adapt as needed to meet the needs of our community, youth and their families. Based on the expansive career options within Information Technology field and the shortage of qualified individuals in the area, the CompTIA A+ 12-week certification program offers opportunities for parents to obtain a credential, a paid internship (\$20/hour), and potentially entry level IT positions. To further support the level of training and experience for participants, MAC partnered with Metro Government Information Technology Department and various local employers to offer paid internships for practical application prior to completion of the program. Since 2017, Opportunity NOW has partnered with approximately 613 employers and offered more than 24,477 positions appropriate for youth and entry level workers. These employers include for-profit, non-profit, public sector, and universities and have provided a range of employment and career exploration opportunities for young people. This includes hiring youth directly, offering job shadows, and paid work experience or internship opportunities. In addition to these established relationships, MAC's Opportunity NOW and Workforce Division partners with the Mayor Office of Nashville's economic development team and one of the Senior Advisors to promote alignment of workforce development programs with regional economic development strategies to meet the needs of a wide range of employers and to enhance city and community development. MAC also partners with Pencil and the Academies of Nashville to link employers already partnering with Metro Nashville Public Schools to the Opportunity NOW infrastructure for providing paid work experience opportunities for Academies of Nashville students. MAC also works directly with the Nashville Chamber of Commerce to ensure that services are well aligned with their workforce needs and to ensure businesses have a pipeline of skilled workers. Each employer relationship involves assessing the needs and interests of each individual employer and identifying points of engagement with the various Opportunity NOW programs and structures that best meet those needs. Not every employer can connect with every Opportunity NOW program; finding best fit for each willing employer allows ON to maximize each employer relationship. By individualizing connections with employers, Opportunity NOW can better target youth placements and structure tailored programs for post-placement follow-up and retention.

e. MAC has many years of case management experience, but with our intentional efforts on ensuring the whole family is thriving towards economic stability. Our preferred and more

effective method of engagement is a coaching model or approach. Babcock and Ruiz De Luzuriaga (2016) recommend the use of a programmatic model that encourages the family to work together to help each family member move towards self-sufficiency. This approach can sometimes lead to individuals and families making changes that would not be identified under traditional case management models that focus on securing outside assistance to stabilize families. Research shows that an effective coaching model is critical to improve outcomes for individuals and families because its more focused on increasing and maintaining stability for long term success. Based on recommendations and research from various health and humans services organizations and foundations, MAC has adopted a coaching model philosophy and approach that intentionally engages individuals and families as partners in a way that fosters personal development and provides a source of support to walk alongside them to achieve their goals. MAC is fortunate to have several funding sources and collaborations with national and local partners that supports the transformative idea of a true coaching model where everyone has the capacity to find their own solutions and move from surviving to thriving. For MAC's Whole Family/2Gen programs utilize this coaching model approach, engagement occurs with individuals at least monthly initially and at a cadence consistent with the needs of the individual and/or family to ensure that the appropriate referrals, supports, and resources are provided to assist with the achievement of the established goals in their personalized plan. In addition, this model works with families to assist the child/youth with their development and educational needs. Our programs provide and/or connect individuals to workforce development services through intensive goal setting; development of a career plan to reach goals; understanding their career assessments; aptitude information and how to apply it to the workforce and their education or training needs; career readiness skills; and connect individuals to education and employment resources and/or potential employers that are aligned with their professional aspirations.

f. MAC will ensure an efficient use of the WIOA funds while maximizing services provided for youth utilizing the Eligible Training Providers List (ETPL). Through Opportunity NOW, the agency will maximize available training dollars by intentionally coordinating with outside resources for funding post-secondary training. These resources include national and statewide resources such as Pell, Tennessee Promise, and Tennessee Reconnect; they also include Davidson County specific opportunities such as Project Grad. Another key strategy for ensuring efficient use of WIOA funds is to focus strategies and resources in ways that increase the likelihood of completion. Opportunity NOW will work intensively with the young person ahead of training program selection to assure that the program of study chosen is a good fit for that individual. We will also research the program's track record of successful completion rate and work with students to pass any necessary post-program certification requirements. In addition, our Opportunity NOW and Workforce Division will work with the local American Jobs Centers (AJCs) and TDLWD to obtain the list of approved eligible training providers on a monthly basis to establish a partnership and referral process that allows for an easier enrollment and transition. The agency will also encourage other unregistered training providers that offer programs that are beneficial to young people or adults to apply or register. MAC is committed to providing ongoing supports for young people while they attend school to increase the likelihood that unforeseen bumps in the road will not derail their post-secondary career.

g. MAC has an extensive history with establishing and documenting eligibility for participants with similar state and federal system requirements as WIOA and for those criteria to be entered into a specific system or database. In order to facilitate cross-program knowledge and

enrollment, all MAC team members will be trained on the basics of WIOA Youth eligibility. In addition, all WIOA connected team members will receive initial in-depth eligibility and eligibility documentation training on VOS from the NMTLWDB and will create and maintain a manual, which will be accessible by all team members. The manual will include detailed VOS processes, step by step directions on how to determine eligibility, enroll customers in activities, enter case notes, capture credentials, exit customers and upload documents. As new TEGL's, policies and procedures are issued, VOS manual will be updated, and team members will be fully trained. Monthly reports will be generated to make sure that performance goals are on track. Ongoing VOS/Jobs4TN training will occur with the NMTLWDB to assure our system usage understanding and skills remain current.

h. MAC plans to collaborate with the AJCs to provide orientation to any participants who are referred to the WIOA Youth program through the AJCs' orientation session. However, OSY recruited from the community will be enrolled into the program on a one-on-one basis; therefore, will be oriented to the program in individual sessions with a Youth Coach. Our Youth Coaches will be co-located at the AJC to provide support, information and resources participants. In-School Youth will participate in a group orientation prior to participation in summer employment opportunities. This orientation will focus not only on WIOA structures, resources, and opportunities, but will also include social and emotional skill building, financial literacy, social capital building, and other age-appropriate work-readiness elements. MAC will also explore the possibility of delivering online or virtual orientation experiences to ensure the health and safety for all during the current pandemic and for those with other barriers for in person participation.

i. MAC will partner with employers who are committed to helping youth participants attain employment and work experiences that will provide them with career pathway opportunities. Youth Coaches will work to match worksites with participants' interests and goals so that both the employers and youth benefit. A combination of public sector, private sector, and non-profit employers, as well as summer and year-round employment opportunities will help in meeting participants' needs. In order to assist participating youth with locating employment, the program will use a variety of tools including the Opportunity NOW portal (ON.nashville.gov) which is a talent acquisition tool containing a curated list of employment opportunities in and around Davidson County. This tool is open to young people between the ages of 14-24 and requires no prior experience and have minimal certification requirements. Other available tools include Jobs4tn.gov and the employer resources available through the local AJCs. All career readiness and employment assistance will be grounded in a comprehensive assessment of the aptitudes, interests, skills, abilities, availability, and work history of each individual young person. Starting with a comprehensive understanding each young person's career interest and goals, strengths, and current realities helps the Youth Coach and the young person better work together to identify the best employment opportunities with high likelihood of successful initial hire and long-term retention. In addition, beginning the job search process with a thorough understanding of the young person allows the Youth Coach and youth participant to explore tiered or multi-step approaches such as career pathways to achieving longer-term educational and economic goals. To assist with employment retention efforts, the Youth Coach and youth participant will meet regularly to assess how well it's working and discuss needed resources or supports. The employment perspectives will also be followed up on a regular basis by the Youth Coach to lend support to the employer and youth so that employment can as a likelihood of being retained.

MAC together with local employers, community organizations, and governments agencies have already partnered to establish paid internships and actively promote volunteerism as form of professional development and improvement. The framework related to youth work experience and practices developed through Opportunity Now activities, is on-going as the agency continues to build and expand our network of partners.

- j. MAC is committed to equitable opportunity and priority to ending poverty; therefore, we will prioritize the delivery and accessibility of these 14 program elements and empower our youth to navigate existing resources and provide a more seamless service coordination. Each youth that engage in the program will partner with a Youth Coach to identify education and employment goals and create an individualized plan that youth integrates the 14 program elements, as appropriate. Several of the elements essential to growth and development will be incorporated in all youth plans (i.e. financial literacy education, leadership development, adult mentoring, and 12-month follow-up services) and other elements will be provided as needed based on the youth individual goals and plan. The Youth Coach and youth participant will meet regularly to assess how well it's working and adjust as needed so that services are impactful and produce better outcomes. In January 2020, MAC partnered with Martha O'Bryan and Monroe Harding to create Reengagement Hubs. The Hubs are also a critical function and support of the Youth Services team by providing service coordination and resources to youth in various program elements. A description of how we will provide the elements and our partners are listed below:
  - 1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies will be accessed by referral.
  - 2) Alternative secondary school services will be accessed via referral and coordinated with MNPS.
  - 3) Paid and unpaid work experience will be provided directly through MAC Opportunity NOW through a combination of High School Internships, extended paid work experience, and job shadowing opportunities.
  - 4) Occupational skills training will be primarily accessed through referral, however youth appropriate for the MAC COMPTIA training program and internship my receive services directly from MAC.
  - 5) Comprehensive guidance and counseling will be accessed via referral.
  - 6) Leadership development opportunities will be provided directly through Opportunity NOW through a combination of skill-building workshops, peer-centered activities, and distributed leadership opportunities including participation in systems-change and community planning initiatives.
  - 7) Supportive services will be provided directly through MAC Opportunity NOW (in coordination with the Northern Middle Tennessee Workforce Board)
  - 8) Adult mentoring for the period of participation will be accessed via referral, with some structures provided directly through MAC Opportunity NOW including career mentors and adult-led group mentoring.
  - 9) Follow-up services will be provided directly by Opportunity NOW
  - 10) Financial literacy education will be provided in several different ways including services provided directly by MAC Opportunity NOW, services provided through a no-cost partnership with America Saves for Youth Workers, and through a sub-contract with the local organization Knowledge Bank which provides youth-appropriate financial literacy.

- 11) Entrepreneurial skills training will also be provided through a sub-contract with Knowledge Bank as well as by referral to the Nashville Entrepreneur Center.
- 12) Services that provide labor market and employment information will be provide directly by MAC Opportunity NOW.
- 13) Activities that help youth prepare for and transition to postsecondary education will be provided directly by MAC Opportunity NOW, with some services accessed by referral to Tennessee Reconnect.
- 14) Education offered concurrently with workforce preparation activities will be accessed via referral.
- k.i.1. Out-of-School Youth. MAC plans to utilize our Youth Coaches to engage OSY in the program to identify and set individual education and employment goals. Each youth that engage in the program will partner with a Youth Coach to identify education and employment goals and create an individualized plan that youth integrates the 14 program elements, as appropriate. Several of the elements essential to growth and development will be incorporated in all youth plans and other elements will be provided as needed based on the youth individual goals and plan. The Youth Coach and youth participant will meet regularly to assess how well it's working and adjust as needed so that services are impactful and produce better outcomes. However, all participating young people will receive financial literacy education, leadership development opportunities, adult mentoring for the period of participation, and follow-up services for a minimum of 12-months. Young people seeking post-secondary education, training, and/or apprenticeship programs may connect with a Youth Coach with a sole focus on post-secondary completion support and needed resources to support this area. The Youth Coach will coordinate with post-secondary schools and training providers in order to maximize the service coordination and systemic supports available to participating young people pursuing post-secondary credential attainment. Paid and unpaid work experience is one of the 14 program elements for the WIOA youth program. Work experience is a planned, structured learning experience that takes place in a workplace and provides youth with opportunities for career exploration and skill development. All OSY whose individualized plan includes paid work experience will be supported in gaining that experience either through summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training.
- k.i.2 <u>Out-of-School Youth.</u> MAC currently has an Adult Education program under our Workforce Division. The program currently utilizes the HiSet practice test for purposes of placement and development of the individualized educational plan. However, MAC has recently identified a more effective, time friendly tools to assess literacy or numeracy skills levels to determine if a participating youth is basic skills deficient. The assessment tools we are exploring are CASAS or TABE for general use within the program. Once such a tool has been identified, the program will integrate basic skills assessment into the comprehensive assessment process to help the youth participant and Youth Coach establish a plan for achieving the participant's educational and employment-related goals. Specific remediation services may include referrals to our HiSet classes, one-on-one tutoring, or other interventions appropriate to the young person's goals and life circumstances.
- k.ii.1. In-School Youth. MAC and Opportunity NOW has a long-standing relationship with Metro Nashville Public Schools (MNPS) and the Academies of Nashville (over 36 different

academies within the 12 largest neighborhood high schools). Through the academies, students are exposed to a multitude of career and college opportunities, industry skills, and potential employers by way of classroom speakers, site visits, job shadowing and internships. The Academies of Nashville partner with over 300 area employers to provide real-world relevance for all students in Nashville's largest high schools. Opportunity NOW provides structured internship and employment opportunities that further connect young people within the Academies with employer partners thereby directly linking what the young people are learning in the classroom with real world work experience.

k.iii.2. In-School Youth. As with services provided to OSY, in order to determine if a participating youth is basic skills deficient, we will utilize an assessment tool such as CASAS or TABE for general use within the program. Once such a tool has been identified, the program will integrate basic skills assessment into the comprehensive assessment process to help the youth participant and Youth Coach establish a plan for achieving the participant's educational and employment-related goals. With regards to ISY, basic skill gaps may have little to no bearing on whether the young person is on track to graduate from High School. In addition to basic skills assessment, each ISY will receive a transcript analysis assessing if the young person is on track towards High School graduation and whether a credit recovery strategy may be necessary for the young person to graduate on time. Again, basic skills remediation will occur in conjunction with high school graduation efforts. Services for ISY may include credit recovery, referral to a non-traditional high school (the Simon Foundation schools or the Adult High School), referrals to HiSet classes, one-on-one tutoring, or other interventions appropriate to the young person's goals and need both for basic skill building and a secondary school credential.

k.ii.3. In-School Youth. MAC anticipants offering up to 60 internships to ISY participants. Internships are employment opportunities that provide extended job shadowing and work experiences for young people between the ages of 16-18. These work experience opportunities last for between 6-7 weeks during the summer months and include pre-employment, work-readiness training with a focus on social and emotional skill building (i.e. self-management, showing initiative, problem-solving, team-work, persistence, and communication) and on-site coaching from an adult as well as continued weekly skill-building. In addition to work experience, ISY will meet regularly in cohorts to receive on-going skill-building and career exploration in addition to social capital development. Cohort times may also include leadership development opportunities, financial literacy skill-building, and college access resources and coaching. Also, young people who are basic skills deficient and/or who are behind on the credits needed for graduation will also receive a personalized education plan to include tutoring and district-approved credit recovery interventions.

l. Metro Action anticipates providing up to 20 OSY with paid work experience opportunities that will include an academic and/or occupational education component. These work experiences will not exceed 19 hours per week and may last for up to six months depending on the industry, training being provided, and labor market demand. Wages will be determined on an individual basis utilizing the prevailing wage information for the higher demand industries in the area.

m. Accountability for performance is critical and necessary for MAC. The organization uses data to understand the key drivers behind performance and to demonstrate the results of its work. The management team implements the program with a focus on results to be achieved and

monitors the project progress based on how well the program has been achieving its set of expected results. At MAC, performance management accomplishes a variety of goals:

- Aligns all subsystems to achieve results and continuously engages in identifying and prioritizing desired results;
- Establishing the means to measure progress toward those results;
- Tracking and measuring progress toward results;
- Exchanging ongoing feedback among those individuals working to achieve results;
- Periodically reviewing progress;
- Reinforcing activities that achieve results; and
- Intervening to improve progress where needed.

MAC will utilize our Internal Monitoring System (IMS) database and transaction management system to identify key state and/or federal performance measures that we will monitor in our system to track every required eligibility standard and document to ensure program compliance from a regulatory state. On a monthly basis, our internal Compliance Unit will perform quality assurance reviews through a random sample records to determine compliance with state and/or federal regulations and policies. In addition, the data collected to measure key performance outcomes specific to this grant will be tracked and monitored in our ChildPlus Data Management System, which reports will be generated and issued to the Youth Services Program area by our Data Analytics Team on a monthly and quarterly basis. On a monthly basis, we will monitor the status of these metrics using system reports and dashboards at a transaction level. We report summary results on a quarterly basis to ensure that the program and its subsystems (processes, divisions, etc.), are aligned and optimally working together to achieve or exceed the desired results. In addition, we will monitor and evaluate the program's performance through constant communication with our program participants and regular satisfaction surveys. Establishment of performance metrics is a key element that MAC shares, discusses, and monitors with each program participants. Feedback provided by our program participants will allow MAC to evaluate our current level of service and identify opportunities to enhance services.

## **Section 4: Budget**

Ellen Zinkiewicz, MAC Assistant Director of Youth Services, will spend approximately 4% of her time on this project including project oversight and supervision, coordinating with partners, and program design and evaluation. See attached Salary and Benefit Schedule.

Katina Bass, MAC Youth Specialist, will spend approximately 8% of her time on systems integration, coordinating employer engagement and relationships including those partnerships specifically related to Financial Literacy. See attached Salary and Benefit Schedule.

Jody Williams, MAC Youth Specialist, will spend approximately 5% of her time on coordinating outside referral sources, specifically those in the North Nashville community, and will lead internal youth leadership and adult mentoring initiatives. See attached Salary and Benefit Schedule.

Jeanieca Eubanks, MAC Youth Specialist, will continue to be funded 100% through outside funding source (Family & Community Services Grant), but will provide recruitment assistance to this grant specifically by targeting appropriate Head Start families, and will coordinate career exploration and leadership services for ISY.

MAC Youth Special Projects Coordinator will continue to be funded 100% through outside funding source (VOCA grant) but will provide systems integration, community collaboration support, and assistance with coordinated recruitment of OSY through community partners.

A new position will be created and (4) new MAC Youth Employment Coaches will be hired that will spend 100% of their time recruiting WIOA-eligible youth, providing youth with client-centered coaching, trauma-informed care coordination, and preliminary employment training. See attached Salary and Benefit Schedule.

## Travel = 38% ISY, 62% OSY

MAC will allocate \$2,000 for team members to travel locally to attend meetings and service clientele.

## Operational = 38% ISY, 62% OSY

Office Supplies \$510.32 for team members. This could include brochures or other collateral/marketing materials.

MAC will allocate \$2,000 to team members professional development, including required trainings, trauma informed care, restorative practices, social and emotional supports as well as travel to local, regional, and or national conferences.

Metro Fees = \$850 could include WIFI and ITS service fees and/or phones.

## Program Indirect Costs

Is based on Metro approved Indirect Cost rate for our agency at 15.71% with base of direct expenditures. This rate is good for July 1, 2020 thru June 30, 2021 and the rate is subject to change effective July 1, 2021.

#### Jeanieca Y. Eubanks

103 Elizabeths Court, Antioch, Tennessee 37013

NieceyEubanks1913@gmail.com, (615) 939-3232

#### Education

#### Trevecca Nazarene University

January 2019- Present

Master's in Business Administration in Human Resources Nashville, TN

Graduation Dec 2020

#### Middle Tennessee State University

May 2015

Bachelor of Arts degree in Child Development and Family Studies Murfreesboro, TN

#### **Metro Action Commission**

July 2020- Present

Position: Youth Specialist

- Implement employment and employability-focused opportunities and resource for young people.
- Engage local and regional employer to support workforce program goals.
- Assist in data collection methods and practices for reporting compliance requirements.
- Coordinate and provide technical assistance and training to subcontractors.

#### **Metro Action Commission**

June 2018- July 2020

Position: Education Trainer

- Assist with plans and procedures for the programmatic administration of the Head Start Education Program.
- Design ongoing training for trainers, facilitators, center managers/assistants, teachers and assist in implementation of training initiatives.
- Assist the education and training manager with developing, implementing and evaluating curriculum
  and instruction in the Head Start/Early Head Start program.
- Supervise, evaluate and motivate staff depending on program needs.
- Conduct on boarding process for new staff

#### **Metro Action Commission**

February 2016- June 2018

#### Position: Teacher 2 Floater

- Plan and implement learning experiences that advance the intellectual, physical, and emotional
  development for children, including the readiness of children for school
- Conduct social and academic meetings throughout the year, providing updates on students' progress.
- Teach basic skills such as colors, shapes, number and letter recognition, personal hygiene and social skills.
- Manage opening duties ensuring safety for children at drop off and pick up.

#### MAXIMUS

June 2015- Feb 2016

#### Position: Employment Specialist

- · Provide direct client services in the area of employment counseling
- Assist customers to acquire services that facilitate program goals, vocational training, medical, child care, transportation, substance abuse, and mental health.
- Interact with customers to ensure that their needs are met, and questions and concerns are resolved.
- Monitor participant job search activity, matches participants job skills and experience to job leads.

## Leadership and Organization Involvement

- Delta Sigma Theta Sorority, Incorporated
- Alpha Kappa Psi Professional Business Fraternity
- MTSU Chapter of NAACP = President 2013-2014

#### Ellen J. Zinkiewicz, LAPSW

4006 Colorado Avenue Nashville, TN 37209 Cell: (615) 495-9786

Social Worker with 23 years experience successfully working to enhance opportunities for young people in the Nashville community at the intersection between the fields of Youth Development, Education, and Workforce Development.

#### **Professional Experience**

## **Metropolitan Action Commission**Assistant Director of Youth Services

Nashville, TN July 2020 – present

- Lead the transition of Opportunity NOW programs and services to the Metropolitan Action Commission.
- Oversee the implementation of place-based Reengagement Hubs working to reconnect young people who are out of work and out of school.

#### **Nashville Career Advancement Center**

Nashville, TN

Director of Youth Services

2016 - June 2020

- Created and lead Opportunity NOW, the city of Nashville's Youth Employment Initiative, including
  developing and implementing new, fully-scaled summer youth employment programs, launching a
  youth-oriented jobs portal, and overseeing the development and implementation of a localized
  strategy to reduce the number of young people in the area out of work and out of school.
- Provided strategic leadership for WIOA Youth services in Local Workforce Development Area 9
  including overseeing a portfolio of diverse contracted and internal programs that engaged and
  supported low income youth in achieving educational and workforce outcomes. Contracts
  maintained a focus on hardest-to-serve youth while consistently out-performing our Statemandated performance targets.

Director of Youth and Community Services	2008-2016
Youth and Community Coordinator	2006-2008
Youth Services Administrator	2001-2006
Welfare to Work Service Coordinator	1998-2001

#### **Community Leadership**

Project Transformation Tennessee, Board member 2019 – present National Youth Employment Coalition, Board member 2009 - 2018 Alignment Nashville Operating Board (founding member)

#### **Professional Recognition and Licensure**

Nashville Business Journal's 2011 40 Under 40
Nashville Emerging Leaders Award winner 2011, Government and Public Affairs Industry
Licensed Advanced Practice Social Worker, 2010, license #45

#### Education

University of Tennessee School of Social Work, MSSW	Nashville, TN	1998
Fulbright Scholar	Hungary	1995
University of Evansville, BA Political Science and International Studies	Evansville, IN	1994

## Katina Bass

Phone: 615.997.4573

E-mail: katina.bass@nashville.gov

#### Objectives

Youth Program Manager

#### Education

Master of Business Management -University of Phoenix (2010)

#### Experience

## Youth Coordinator (June 2020 Present)

Metropolitan Tetion Commission (MTC)

- Act as a liaison to facilitate agency connections to Metro Nashville Public Schools, Metro Departments, other community-based agencies, and regional employers for youth employment opportunities, programs and services.
- Ensure regulatory state and federal compliance and data integrity.
- Provide train the trainer opportunities related to employment and employability for community based professional working with youth.

#### Youth Specialist / Youth Strategy Program Manager (2017 2020)

Nashville Career Advancement Center (NCAC)

- Developed, implemented, supported, and managed elements of NCAC's youth employment initiatives including Opportunity NOW and Opportunity Youth Collaborative.
- Overseen designated Experience Work and High School Internship Programs and processes.
- · Coordinated the implementation of designated contracted services.
- Coordinated and provided staff training, technical assistance, and ensured compliance with contracting requirements, program outcomes, and budget regulations.
- Supervised youth strategies and tasks carried out by designated division staff.
- Facilitated coordination with internal and external departments on youth serving systems and initiatives.
- Established and maintained relationships with local and regional workforce providers and economic
  development agencies to support agency goals.
- Participated in strategy planning meetings and assisted with development of plans.
- Developed initiatives to support the strategic direction of the organization.
- Supervised youth strategy division, interns, clerical staff, or others as directed,
- Interviewed, hired, and trained employees. Completed appraisal performance.
- Addressed all complaints and resolved problems.

## Career Coach / Career Development Facilitator (1998 - 2017)

Nashville Career, Advancement Center (NCAC)

- Facilitated the career and education exploration, assessments, planning, and development process with
  job seekers to identify interests, skills, barriers and resources to address barriers.
- · Developed individualized career plans with job seekers.
- Assisted customers with understanding and applying labor market information, and various training and employment opportunities based in interests and assessment results.
- · Provided networking opportunities and facilitated workshops related to career planning and readiness.
- Identified agencies and resources to provide referrals sources to job seekers.
- Maintained and secured customer records and other customer specific information.
- Assisted in the development, delivery, and promotion of agency services.
- · Participated in Rapid Response and Mass Meetings to provide and track relevant information.
- Maintained enrollment and exits goals as described in yearly performance plan.

#### Certification:

- Global Career Development Facilitator
- Master Trainer of Workplace Excellence Series

# Jody J. Williams

Phone: 513.267.2971 E-mail: janee3072@gmail.com

#### Objective

Experienced community connector who worked collaboratively with community partners to create, implement and oversee an award winning, WIA (WIOA currently) funded, program that assist youth in developing life skills, character building, and employability skills that assisted in the transition to adulthood. I am a servant leader who has coached individuals to look within themselves to explore their gifts and talents, and utilize those tools to holistically strengthen organizations and drive growth.

#### 1 (111: 111:11)

Master of Science-Criminal Justice | University of Cincinnati Bachelor of Liberal Studies | Indiana University

#### Lancasonica

#### Youth Program Coordinator

Metropolitan Action Commission (MAC)

- · Facilitate restructuring of Opportunity NOW conference for employers.
- Implement the Human Services Value Curve and Human Centered Design models to measure continued quality improvement.
- · Promote the Whole Family Approach model to equitably engage with families and youth.
- Advocate for the agency through community engagement efforts for outreach, recruitment, and promotion of initiatives.
- Liaison to community-based organizations and resources for the purpose of implementing youth employment programs and service.
- Design policy and procedure for data collection and reporting outcomes in team environment.

## Community Wraparound Facilitator & Peer Youth Coordinator

Family & Children First Council

- Assisted families in a strength-based, culturally sensitive process of determining needs that drive behavior to bring about a transformative change in lives.
- · Answered customer inquiries and resolve issues promptly.
- Identification of specific goals and selection of activities, interventions, and services needed.
- Monitored services being delivered and provided ongoing assurance of appropriateness.
- Maintained program fidelity by completing assessment materials to track performance outcomes.

#### Intake/Training Specialist

#### Mature Services

- Implemented a federally funded training program for Adults 55 or older.
- Assisted with recruitment, assessment, and case management of job seekers pursuing skillset upgrade.
- · Facilitated orientation sessions and completed intake and application processing,
- · Completed new client eligibility and verification.

#### Director

#### Youth Opportunities Program

- Provided oversight of financial tracking, review and accountability of budgetary responsibilities for multiple counties totaling over \$1,000,000.00.
- Developed and implemented a youth-oriented federal Workforce Investment Act (WIA) Grant for multiple counties in Southwest Ohio.
- Provided ongoing grant evaluation, focusing on grant priorities, strategies, and performance outcomes.
- Established collaborations and partnerships across sectors including: county agencies, businesses, community-based organizations, and institutions of post-secondary learning maintaining buy in and longevity.

#### Certification:

- Professional Customer Service Certification IBTA- 2016
- 40 Developmental Assets Trainer Search Institute- 2001

## Metropolitan Action Commission JOB DESCRIPTION YOUTH EMPLOYMENT COACH

**CLASS NUMBER:** 

FLSA CATEGORY: Exempt EEO CATEGORY: 02

**GRADE:** 

**SALARY RANGE:** 

#### **JOB OBJECTIVE**

The Youth Employment Coach provides a variety of counseling, referral, placement and/or related services to eligible Workforce Development participants. Maintains client documentation by completing forms necessary for clients to maintain compliance status, compiling progress reports, and entering information into a database. Uphold the Mission, Vision and Core values of the MAC including exemplary internal and external customer service, teamwork, and treatment of all persons with respect, dignity, and compassion.

#### JOB DESCRIPTION

## **MAJOR JOB RESPONSIBILITIES**

- Develop comprehensive services and resources to assist participants with their career and academic planning towards employment goals.
- Meet with each workforce development program participant upon enrollment to establish an individualized career training and placement strategy.
- Interview, advise, and guide a diverse population of clients to ascertain employability; interpret and explain regulations, rules, policies, and procedures to clients; may determine client eligibility for services; advise clients of their rights, benefits, responsibilities, and obligations under program participation.
- Assist participants with establishing their individual employment plan (IEP) towards career goals and serves as an advisor as needed.
- Assist participants with creating a professional portfolio.
- Coach participants on making lifestyle changes to sustain successful career development initiatives.
- Develop new resources and/or re-kindle existing resources to create new work sites and employment opportunities.
- Ensure that applications and other forms are completed accurately and thoroughly.
- Monitor and evaluate client's progress through program components; monitor service
  providers through reports and site visits; resolve any problems or provide guidance and
  counseling; may make phone calls or conduct field visits to investigate clients' progress
  in various programs designed to assist clients in preparing for an obtaining employment.
- Input necessary information into automated system(s); organize cases; maintain and update records on client employment, training, and follow-up activities; take required actions(s) established by regulations and/or department policy; and prepare reports on client and program activities.
- Participate in training, pilot and other special projects, committees, and studies.

- Maintain an awareness of local job market and opportunities to assist in providing guidance to clients; may arrange for employment interviews, attend job fairs, conduct special workshops, presentations, group orientations, or perform other training and outreach activities.
- Cultivate relationships with workforce development entities, local economic development councils, area and regional employers.
- Attend and participate in required meetings (i.e., all-agency meetings, department/program meetings, supervisor meetings, etc.)
- Successfully complete all in-service training required for the position within timelines and participate in other training as assigned.
- Manage work time to meet needs of internal and external customers, stakeholders and individuals receiving services.
- Expand knowledge of departmental/agency operations.
- Participate in performance review and personal/professional growth.
- Perform related duties as required.

## SUPERVISION EXERCISED / SUPERVISION RECEIVED

This is a non-supervisory classification.

This classification works under the direct supervision of the Assistant Director of Youth Services as well as the indirect supervision of the Transformation and Innovation Director.

## WORKING ENVIRONMENT/ PHYSICAL STANDARDS

This classification works primarily in an office setting under generally favorable working conditions. The work area is adequately lighted, heated, and ventilated. There may be some walking, standing, bending, carrying of light items, etc. No special physical demands are required to perform the work.

## **EMPLOYMENT STANDARDS**

## **EDUCATION AND EXPERIENCE**

- Bachelor's degree in social work or a related field from an accredited institution or university.
- Minimum or 5 years of work experience with young people between the ages of 16-24 and/or can be demonstrated to be applicable to the duties listed in the job description.
- Experience with Positive Youth Development, trauma informed practices, and/or completion of a Job Development or Workforce Development certification preferred.

#### PERFORMANCE STANDARDS

• Extensive knowledge of occupations, job skills, and labor market trends, community resources, and vocational services that impact public housing residents. Knowledge and

understanding of job referral and placement procedures. Knowledge of funder requirements.

- Excellent communicator, verbal and written, to individuals and groups.
- Ability to communicate effectively and project a professional image when giving and taking information in writing, in person, and over the phone.
- Must have moderate proficiency in keyboarding or willingness to receive additional training as needed to improve speed and accuracy.
- Must be able to work in an independent manner.
- Ability to take initiative and prioritize tasks; good time management, problem prevention, and problem-solving skills.
- Ability to work accurately with close attention to detail.
- Ability to maintain confidentiality of sensitive information.
- Flexible and creative. Patience and compassion for consumers.
- Ability to work with co-works, customers, and outside agencies professionally and tactfully while exhibiting a professional, businesslike appearance and demeanor.
- Ability to work collaboratively in a fast-paced environment.
- Shall be a resident of the State of Tennessee or become a resident of the state within six (6) months of employment with the Metropolitan Government.

## LICENSES REQUIRED

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A	valid	driver	license	is re	quired	for	this	position.	

Date Approved:	
Date Effective:	
Date Revised:	

## ATTACHMENT B:

## MAC WIOA Youth Budget

Direct Expenses	Amt to Allocate	ISY	OSY	Total
Salaries	189,653.99	75,861.60	113,792.39	189,653.99
Benefits	97,441.38	38,976.55	58,464.83	97,441.38
Total	287,095.37	114,838.15	172,257.22	287,095.37
Travel	1,600.00	640.00	960.00	1,600.00
Professional Developm	1,600.00	640.00	960.00	1,600.00
Operational	408.26	163.30	244.96	408.26
Metro Fees	680.00	272.00	408.00	680.00
Total Direct Expenses	4,288.26	1,715.30	2,572.96	4,288.26
Program Indirect Costs	108,616.37	43,446.55	65,169.82	108,616.37
Direct Participant Expenses				
Work Experience	144,000.00	57,600.00	86,400.00	144,000.00
Supportive Services	136,000.00	54,400.00	81,600.00	136,000.00
Incentives	33,600.00	13,440.00	20,160.00	33,600.00
Individual Training	86,400.00	34,560.00	51,840.00	86,400.00
Total Direct Participant	400,000.00	160,000.00	240,000.00	400,000.00
Grand Total	800.000.00	320,000,00	480.000.00	800,000,00

#### **ATTACHMENT C**

#### ASSURANCES AND CERTIFICATIONS

The authorized representative agrees to comply with all applicable State and Federal laws and regulations as amended governing the Workforce Innovation and Opportunity Act, Workforce Investment Boards, and any other applicable laws and regulations including those described in Appendix II to Part 200 Contract Provision for non-federal entity contracts under federal awards. The authorized representative certifies that the proposing organization possesses legal authority to offer the attached proposal. A resolution, motion or similar action has been duly adopted or passed as an official act of the organization's governing body authorizing the submission of this proposal.

In addition, the authorized representative assures, certifies and understands that: Workforce Innovation and Opportunity Act (WIOA) recipients are obligated to maintain the following assurance for the period during which WIOA Title I financial assistance is extended. Each request for proposal, proposal and application for financial assistance under WIOA Title I shall contain the following assurances.

"As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title -financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the bases of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs."

The recipient also assures that it will comply with WIOA implementing regulations and all other regulations implementing the laws listed above. This assurance applies to the recipients operation of the WIOA Title financially assisted program or activity, and to all agreements the recipient makes to carry out the WIOA Title I financially assisted program or activity. The recipient understands that the United States has the right to seek judicial enforcement of this assurance.

**Drug-Free Workplace:** This certification is required by the Federal Regulations, Implementing Section 5150-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned applicant certifies that it shall provide a drug-free workplace by:

- a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, MAC's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- c) Providing each employee with a copy of MAC's policy statement;
- d) Notifying the employees in MAC's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying MACs in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- e) Notifying the Commission within ten (10) days of MAC's receipt of a notice of a conviction of an employee; and,
- f) Taking appropriate personnel action against an employee of violating a criminal drug statue or require such employee to participate in drug abuse assistance or a rehabilitation program.

These certifications are material representations of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

WIOA Sec.184 (f): Discrimination Against Participants: If the Secretary determines that any recipient under WIOA Title I has discharged or in any other manner discriminated against a participant or against any individual in connection with the administration of the program involved, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to WIOA Title I, or has testified or is about to testify in any such proceeding or investigation under or related to WIOA Title 1, or otherwise unlawfully denied to any individual a benefit to which that individual is entitled under the provision of WIOA Title I or the Secretary's regulations, the Secretary shall, within 30 days, take such action or order such corrective measures, as necessary, with respect to the recipient or the aggrieved individual, or both.

With regard to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the provider agrees to comply with the implementing regulations that require that each program of training services, when funded in all or in part with federal funds, shall be accessible to qualified individuals with disabilities. The provider further agrees to meet all applicable requirements regarding facility access.

By signing, the applicant certifies that it will comply with all other regulations implementing the laws cited above and in the Grant Agreement. This assurance applies to the applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements, the applicant makes to carry out the WIOA Title 1-financially assisted program or activity. The applicant understands that the United States, Tennessee Department of Labor and Workforce Development, and the Board have the right to seek judicial enforcement of this assurance.

Further, the Authorized Representative acknowledges that if the information given to the Board by the applicant causes harm to a third party, then applicant will be held liable for any Board action resulting from reliance on that information.

The applicant must notify the Board in w	riting if the authorized signa	atory changes.
Certified by:		
Signature of Authorized Official	Title	Date
Typed/Printed Name of Signatory		
Name of Organization		

#### **ATTACHMENT D**

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	NM-01-CSP-MAC
LEGAL ENTITY NAME:	Metropolitan Action Commission
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0694743
Data Universal Number System (DUNS)	078217668

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: <a href="http://fedgov.dnb.com/webform/">http://fedgov.dnb.com/webform/</a>

MAC identified above, does hereby attest, certify, warrant, and assure that MAC shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor of MAC who will utilize the services of an illegal immigrant in the performance of this Contract.

<b>SIGNATURE</b>	8
DATE-	

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind MAC. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind MAC.

## ATTACHMENT D

Federal Award Identification Worksheet	Metropolitan Action Commission
Subrecipient's name (must match	
registered name in DUNS)	
Subrecipient's DUNS number	078217668
Federal Award Identification Number	Per Individual TDL&WFD Award
(FAIN)	
Federal award date	Per Individual TDL&WFD Award
CFDA number and name	17.259 WIOA Youth
Grant contract's begin date	01/01/2021
Grant contract's end date	06/30/2022
Amount of federal funds obligated by this	\$800,000
grant contract	
Total amount of federal funds obligated to the	ne sub-recipient \$800,000
Total amount of the federal award to the	Per Individual TDL&WFD Award
pass-through entity (Grantor State	
Agency)	
Name of federal awarding agency	U.S. DEPARTMENT OF LABOR/ETA
Name and contact information for the	Per Individual TDL&WFD Award
federal awarding official	
Is the federal award for research and	No.
development?	
Indirect cost rate for the federal award (See	2
C.F.R. §200.331 for information on type of i	ndirect cost rate)
	•

<sup>\*</sup>Total obligated is subject to change through TDL&WFD fund availability.

## SIGNATURE PAGE FOR GRANT WIOA FY 21-22

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

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Cynthia Croom, Ed. D., Executive Director Metropolitan Action Commission	Date // /20/2020
LaVoneia C. Steele, Ed. D., Chair	11 /20/2020 Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Levip Promiso, Director Department of Finance	11/21/2020 Date
APPROVED AS TO RISK AND INSURANCE:	
— Docusigned by: Balogun Cobb	11/23/2020
Director of Risk Management Services	Date
APPROVED AS TO FORM AND LEGALITY:	
—DocuSigned by:  Matthew Garth	11/23/2020
Metropelitan Attorney	Date
FILED:	
Metropolitan Clerk	Date