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## GRANT SUMMARY SHEET

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**Grant Name:** Office of Family Safety VOCA , Family Justice Center Grant 24  
Amend 1

**Department:** OFFICE OF FAMILY SAFETY

**Grantor:** U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor  
(If applicable):** TENN DEPT OF OCJP

**Total Award this Action:** \$309,500.00

**Cash Match Amount** \$0.00

**Department Contact:** Diane Lance  
862 6013

**Status:** AMENDMENT

**Program Description:**

This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding 4 advocates for the FY'25 fiscal year. Amendment 1 revises clauses, revises the budget, increases maximum liability and extends the expiration date.

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

Historically, VOCA funds are renewed with the state.

### Grants Tracking Form

Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input type="radio"/>		<b>Award Acceptance</b> <input type="radio"/>		<b>Contract Amendment</b> <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
OFFICE OF FAMILY SAFETY	51	Diane Lance					
<b>Grant Name:</b>		Office of Family Safety VOCA , Family Justice Center Grant 24 Amend 1					
<b>Grantor:</b>		U.S. DEPARTMENT OF JUSTICE				<b>Other:</b>	
<b>Grant Period From:</b>		07/01/23		<small>(applications only)</small> <b>Anticipated Application Date:</b>			
<b>Grant Period To:</b>		06/30/25		<small>(applications only)</small> <b>Application Deadline:</b>			
<b>Funding Type:</b>		FED PASS THRU		<b>Multi-Department Grant</b> <input type="checkbox"/>		<b>If yes, list below.</b>	
<b>Pass-Thru:</b>		TENN DEPT OF OCJP		<b>Outside Consultant Project:</b> <input type="checkbox"/>			
<b>Award Type:</b>		COMPETITIVE		<b>Total Award:</b>		\$309,500.00	
<b>Status:</b>		AMENDMENT		<b>Metro Cash Match:</b>		\$0.00	
<b>Metro Category:</b>		Est. Prior.		<b>Metro In-Kind Match:</b>		\$0.00	
<b>CFDA #</b>		16.575		<b>Is Council approval required?</b> <input type="checkbox"/>			
<b>Project Description:</b>		Applicable Submitted Electronically? <input type="checkbox"/>					
This grant provides ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding 4 advocates for the FY25 fiscal year. <b>Amendment 1 revises clauses B1,B2,C1,C7,D6,D27,adds E8 &amp; D36, revises the budget, increases maximum liability by adding \$309,500.00 for a new total of \$696,375.00 and extends the expiration date to 6/30/2025.</b>							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
Historically, VOCA funds are renewed with the state.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		20.0%		<b>% of Grant</b>	
						<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
We will be using volunteer time as the match for the grant.							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Fund</b>		<b>Business Unit</b>	
<b>Is not budgeted?</b>				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		4.00		<b>Actual number of positions added:</b>		0.00	
<b>Departmental Indirect Cost Rate</b>		29.90%		<b>Indirect Cost of Grant to Metro:</b>		\$208,216.13	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		<b>Ind. Cost Requested from Grantor:</b>		\$0.00 <b>in budget</b>	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24	\$386,875.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$115,675.63	\$0.00
Yr 2	FY25	\$309,500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$92,540.50	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		<b>\$696,375.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>	<b>\$208,216.13</b>	<b>\$0.00</b>
<b>Date Awarded:</b>			02/23/24		<b>Tot. Awarded:</b>		<b>\$309,500.00</b>		<b>Contract#:</b> 51059	
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					

Contact: [juanita.paulsen@nashville.gov](mailto:juanita.paulsen@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)





February 22, 2024

Freddie O'Connell, Mayor  
Metropolitan Government of Nashville and Davidson County  
1 Public Square  
Suite 100  
Nashville, TN 37201-1646

Dear The Honorable Freddie O'Connell:

Enclosed is amendment to Contract 51059. As the authorized official for your agency, you or the identified designee, must sign and date the documents in the appropriate places. If the designee is signing, OCJP must have designee authorization on file and the designee must sign the Authorized Official's name with designee's initials following the signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by April 17, 2024. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency.

Your Program Manager is Kim Phillips. For questions or assistance regarding this contract, please contact Kim Phillips, at 6157705850, or email [kim.d.phillips@tn.gov](mailto:kim.d.phillips@tn.gov).

We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in black ink that reads 'Jennifer Brinkman'. The signature is written in a cursive, flowing style.

Jennifer Brinkman  
Director

cc: Diane S. Lance, Metropolitan Government of Nashville and Davidson County  
Dolly Cook, Metropolitan Government of Nashville and Davidson County  
LaToya Townsend, Metropolitan Government of Nashville and Davidson County  
File



## GRANT AMENDMENT

<b>Agency Tracking #</b> NA	<b>Edison ID</b> 51059	<b>Contract #</b> 51059	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County			<b>Edison Vendor ID</b> 4		
<b>Amendment Purpose &amp; Effect(s)</b> Revises Clauses, Revises Budget, Increases Maximum Liability, and Extends Expiration Date					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 6/30/2025			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>+ \$ 309,500.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
FY24		\$386,875.00			<b>\$386,875.00</b>
FY25		\$309,500.00			<b>\$309,500.00</b>
<b>TOTAL:</b>		<b>\$696,375.00</b>			<b>\$696,375.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
<b>Speed Chart</b> FA00003360		<b>Account Code</b> County - 71301000			

**AMENDMENT ONE  
OF GRANT CONTRACT 51059**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twenty Four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
  
- 2.. Grant Contract section B.2. is added with the following:
  - B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
  
3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Ninety Six Thousand Three Hundred Seventy Five Dollars (\$696,375.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A-1 for fiscal year 2024, and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
  
4. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
  - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
    - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
      - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
      - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
5. Grant Contract section D.6. is deleted in its entirety and replaced with the following:

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

6. Grant Contract section D.27 is deleted in its entirety and replaced with the following:

D.27. State Interest in Equipment or Motor Vehicles. 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 (\$500.00). 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. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control 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. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. 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

7. The following is added as Grant Contract section E.8.

E.8. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
  1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
    - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
    - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
  2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:



- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
  - b) Property Damage Liability – minimum of \$300,000.00 per incident.
  - c) Comprehensive – maximum deductible of \$500.00.
  - d) Collision – maximum deductible of \$500.00.
  - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

8. The following is added as Grant Contract section D.36.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

9. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.
10. Grant Contract Attachment B is deleted in its entirety and replaced with the new attachment B attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 30, 2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

SEE BELOW

---

**GRANTEE SIGNATURE**

**DATE**

Freddie O' Connell, Mayor

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**JIM BRYSON, COMMISSIONER**

**DATE**

**SIGNATURE PAGE  
FOR  
GRANT NO. VOCA Family Justice Center 24 Amend1**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
*Diane Lance*  
3138B429956485...  
\_\_\_\_\_  
Director  
Office of Family Safety

2/23/2024  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Lexia Crumbo/MPW*  
\_\_\_\_\_  
Director of Finance  
Department of Finance

3/5/2024 | 1:53 PM CST  
\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

*Balaguer Cole*  
\_\_\_\_\_  
Director of Insurance

3/5/2024 | 4:22 PM CST  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

*Courtney Mohan*  
\_\_\_\_\_  
Metropolitan Attorney

3/5/2024 | 2:54 PM CST  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Freddie O' Connell  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

<b>GRANT BUDGET</b>				
<b>AGENCY NAME: Metropolitan Government of Nashville and Davidson County (Office of Family Safety)</b>				
<b>FUND SOURCE: VOCA</b>				
<b>SOLICITATION IDENTIFICATION TITLE: Family Justice Center</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$385,500.00	\$0.00	\$385,500.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, all other items <sup>2</sup>	\$200.00	\$0.00	\$200.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$1,175.00	\$0.00	\$1,175.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$386,875.00</b>	<b>\$0.00</b>	<b>\$386,875.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* ([posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Metropolitan Government of Nashville and Davidson County (Office of Family Safety)

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: Family Justice Center

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project</i>	\$77,100.00
Position 2: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project</i>	\$77,100.00
Position 3: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project</i>	\$77,100.00
Position 4: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project</i>	\$77,100.00
Position 5: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project</i>	\$77,100.00
<b>TOTAL</b>	<b>\$385,500.00</b>

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
All Other Items: <i>Reimbursement for employee background check expenses</i>	\$200.00
<b>TOTAL</b>	<b>\$200.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Local Travel: <i>Travel to statewide meeting, community outreach (Appropriate mileage rates apply) trainings and /or Conferences.</i>	\$1,175.00
<b>TOTAL</b>	<b>\$1,175.00</b>

<b>TOTAL</b>	<b>\$386,875.00</b>
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<b>GRANT BUDGET</b>			
<b>AGENCY NAME: Metro Government of Nashville and Davidson County</b>			
<b>FUND SOURCE: STATE VICTIM SERVICES FUNDING</b>			
<b>SOLICITATION IDENTIFICATION TITLE: FAMILY JUSTICE CENTER</b>			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:                      BEGIN: 07/01/2024                      END: 06/30/2025			
<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
Salaries, Benefits & Taxes <sup>2</sup>	\$309,200.00	\$0.00	\$309,200.00
Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$300.00	\$0.00	\$300.00
Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$309,500.00</b>	<b>\$0.00</b>	<b>\$309,500.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/aenalservices/procurement/central-procurement-office--cpo-/librarv-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Metro Government of Nashville and Davidson County

FUND SOURCE: STATE VICTIM SERVICES FUNDING

SOLICITATION IDENTIFICATION TITLE: FAMILY JUSTICE CENTER

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: Inter Personal Violence Crisis Advocate, 12 month salary and fridge, 100% time on project	\$77,300.00
Position 2: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fridge, 100% time on project</i>	\$77,300.00
Position 3: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fridge, 100% time on project</i>	\$77,300.00
Position 4: <i>Inter Personal Violence Crisis Advocate, 12 month salary and fridge, 100% time on project</i>	\$77,300.00
<b>TOTAL</b>	<b>\$309,200.00</b>

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Supplies: <i>Pens, notebooks, and creation, interpretation, and printing of client materials</i>	\$300.00
<b>TOTAL</b>	<b>\$300.00</b>

**ATTACHMENT B****Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	2020-V2-GX-0012
Federal award date	9/17/2020
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2019; 9/30/2023 Ext: 9/30/2024
Subaward (Federal Award) Budget Period Start and End Date	10/1/2019; 9/30/2023 Ext: 9/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575;Victims of Crime Act 2020
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's(Sub-Recipient) end date	6/30/2025
Amount of federal funds obligated by this grant contract	\$386,875.00 \$309,500.00
Total amount of federal funds obligated to the subrecipient	\$696,375.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$34,273,320.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	FJC
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Kim Phillips kim.d.phillips@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



## Instructions for Completing the Special Conditions

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Subrecipients must notify OCJP rather than the federal agency when noted in the Special Condition. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify whom will complete the Special Conditions documents, the Authorized Official or their Designee, The Project Director, and the Financial Director:
  - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
  - When the Designee's is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee's.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee, the Project Director, and the Fiscal Director to check the box(s) indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.

## VOCA

### Funded Award (15POVC-21-GG-00599-ASSI)

Solicitation Title:  
OVC FY 2021 VOCA Victim Assistance Formula Grant

#### Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

#### 1

##### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

#### 2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### 3

#### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 4

#### Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

## 5

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 6

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

**7**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

**8**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**9**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**10**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## **11**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## **12**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## **13**

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The

"de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### **14**

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

#### **15**

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

#### **16**

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

**17**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**18**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**19**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**20**

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--



(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin

Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## **21**

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## **22**

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## **23**

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding

Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

## **24**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## **25**

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **26**

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal

statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## **27**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## **28**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to

trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## **29**

### **Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## **30**

### **Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## **31**

### **VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

### **32**

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

### **33**

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

### **34**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **35**

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available

for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

### **36**

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2021, are available until the end of FY 2024).

### **37**

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

### **38**

#### Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

### **39**

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and



Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Name and Title of Authorized Official:

Name and Title of Certifying Designee (If different from authorized official):

Certifying Designee's Address:

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

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Name, Title

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Date

Project Director

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

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Name, Title

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Date

Financial Director

I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

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Name, Title

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Date


**Certificate Of Completion**

Envelope Id: 6273A62F55DF4B8BA231918CB1B34AE7	Status: Completed
Subject: Complete with DocuSign: OFS: VOCA Family Justice Center 24 Amend. 1 for Council Meeting 03/19/24	
Source Envelope:	
Document Pages: 35	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**


Status: Original	Holder: Vaughn Wislon	Location: DocuSign
2/29/2024 6:38:59 PM	Vaughn.wilson@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Ernest Franklin ernest.franklin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/29/2024 6:46:12 PM Viewed: 3/1/2024 6:58:01 AM Signed: 3/1/2024 6:58:53 AM
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**Electronic Record and Signature Disclosure:**

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Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/1/2024 6:58:54 AM Viewed: 3/1/2024 7:00:26 AM Signed: 3/1/2024 7:00:45 AM
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**Electronic Record and Signature Disclosure:**

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Kevin Crumbo/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/1/2024 7:00:47 AM Resent: 3/4/2024 9:17:33 AM Viewed: 3/5/2024 1:51:42 PM Signed: 3/5/2024 1:53:53 PM
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**Electronic Record and Signature Disclosure:**

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Courtney Mohan courtney.mohan@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2024 1:53:55 PM Viewed: 3/5/2024 2:45:41 PM Signed: 3/5/2024 2:54:55 PM
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Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
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Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)

*Balogun Cobb*

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Signed: 3/5/2024 4:22:25 PM

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**Electronic Record and Signature Disclosure:**  
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin  
danielle.godin@nashville.gov  
Security Level: Email, Account Authentication (None)

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

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/5/2024 4:22:25 PM
Completed	Security Checked	3/5/2024 4:22:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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