### **GRANT SUMMARY SHEET**

**Grant Name:** VOCA Victim Service - Equipment 21-21

**Department:** OFFICE OF FAMILY SAFETY

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

**Pass-Through Grantor** 

(If applicable): TENN. DEPT. OF FIN. & ADMIN. OCJP

**Total Award this Action:** \$50,000.00

Cash Match Amount \$0.00

**Department Contact:** Diane Lance

862-6013

Status: NEW

# **Program Description:**

This is a one time grant to purchase equipment needed to enhance client services.

## Plan for continuation of services upon grant expiration:

With the grant being only used to purchase equipment. There will be no need to continue to project once all equipment is purchased.

Budget Analyst Approval \_\_\_\_\_

# **Grants Tracking Form**

Pro-Application   O					Part	One				
Grant Name:  VOCA Victim Service - Equipment 21-21  Grant Period From:  01/01/21  Grant Period From:  01/01/21  Grant Period To:  00/30/21  (spokealters only) Anticipated Application Date:  Grant Period From:  01/01/21  Grant Period To:  00/30/21  (spokealters only) Application Date:  Funding Type:  FED PASS TRUE  FOR STRUE  NOW	Pre-Applica	tion O	Application (	)	<b>Award Accept</b>	tance   Con	itract Amendn	nent O		
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Grant Period From: 01/01/21 Grant Period To: 08/30/21  Funding Type: 129 ASS TRIEU	OFFICE OF FAMILY	✓ SAFETY ▼	51	Diane Lance					862-6013	
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Award Type:   New   New   New   New   New   New   New   New   New Initiative   New Initiatial   New Initiative   New Initiatial   New Initiati	Funding Type	oe:	FED PASS THRU	▼		Multi-Department	Grant		► If yes, list	below.
Status:  NEW  Metro Category: New Initiative  15.75  New Initiative	Pass-Thru:		TENN. DEPT. OF FIN. 8	& ADMIN. OCJP		Outside Consultar	nt Project:			
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Contact: <a href="mailto:trinity.weathersby@nashville.gov">trinity.weathersby@nashville.gov</a> <a href="mailto:vaughn.wilson@nashville.gov">vaughn.wilson@nashville.gov</a>

\$50,000.00

Date Awarded:

(or) Date Denied: (or) Date Withdrawn:

Rev. 5/13/13 5180

Total

GCP Rec'd 02/22/21

02/08/21

\$0.00

GCP Approved 0/23/21

\$50,000.00

\$0.00

\$12,500.00

Contract#:

\$62,500.00

\$0.00

Tot. Awarded:

Reason:

Reason:

VW

\$7,000.00

\$0.00



February 9, 2021

John Cooper, Mayor Metro Government of Nashville-Davidson County 1 Public Sq #100 Nashville, TN 372015007

Dear Mr. Cooper:

The Office of Criminal Justice Programs is pleased to notify you that the VOCA Grant Contract for your VOCA Victim Service - Equipment project has been approved. Included with this letter, a final signed copy of your fully executed contract is enclosed as an email attachment. The contract has not been processed by the Office of Business and Finance, within the Department of Finance and Administration, and therefore the contract has not been assigned a contract number at this time. Once the contract has been processed in the Edison system, your program manager will email you the specific grant contract number for this contract.

Electronic submission via e-mail is the required method for submitting the Invoice for Reimbursement Form. In order to expedite and support the use of email for OCJP sub-recipients who utilize spreadsheet software (Excel), the F & A Office of Business and Finance will customize and email the Invoice for Reimbursement Form to all agencies. **The invoice you receive will have the contract number for this contract.** 

The Office of Criminal Justice Programs utilizes the Invoice Reimbursement process for non-state agencies to request reimbursement for expenditures. Funds will be distributed to subrecipients upon receipt of a properly prepared and signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have occurred before the line item reimbursement can be made. Please send invoice submissions along with any questions or inquiries to <a href="mailto:OBF.Grants@tn.gov">OBF.Grants@tn.gov</a>.

To assist you in management of this grant please reference the complete contract (attached) as well as the OCJP Administrative Manual that has been developed by OCJP in conjunction with requirements from the Department of Justice. The current manual can be located on the OCJP website at the following link: <a href="https://tn.gov/lawsandpolicies/section/office-of-criminal-justice-programs-grants-manual">https://tn.gov/lawsandpolicies/section/office-of-criminal-justice-programs-grants-manual</a>.

We look forward to our continued partnership with you.

Sincerely,

Jennifer Brinkman

Director

cc: Diane Lance, Department Head

File



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# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, OFFICE OF CRIMINAL JUSTICE PROGRAMS AND

# Metropolitan Government of Nashville and Davidson County

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #4

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <a href="https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html">https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html</a>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <a href="https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html">https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html</a>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved".
  - 1. For the purpose of these Program Guidelines, services are defined as those efforts that:
    - Respond to the emotional, psychological and physical needs of crime victims.
    - b. Assist victims of crime to stabilize their lives after victimization.
    - c. Assist victims to understand and participate in the criminal justice system.
    - d. Restore a measure of security and safety to the victim.
  - 2. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
  - 3. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their

VOCA funded project. The Grantee is required to complete a sub-grant award report (SAR) annually for the life of the project.

- A.6. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

#### B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 2/1/2021 ("Effective Date") and extend for a period of Five (5) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Dollars (\$50,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration Office of Business and Finance Attention: Invoicing 312 Rosa L. Parks Avenue, Suite 2000 Nashville, TN 37243

#### OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out.</u> 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.
  - 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.

- 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.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Katie Davis, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Katie.Davis@tn.gov
Telephone # (615) 741-4185

The Grantee:

Diane Lance, Department Head

Metro Office of Family Safety 610 Murfreesboro Pike Nashville, Tennessee 372103512 Email: dianelance@jisnashville.gov Telephone # (615) 880-3173

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State.

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. <u>Audit Report.</u> The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* 

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. <u>Independent Contractor</u>. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. 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. <u>Charges to Service Recipients Prohibited</u>. 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. 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. 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.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Transfer of Contractor's Obligations</u>. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. <u>Counterpart Clause</u>: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - 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 CFR 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 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract 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 Contract. More information about obtaining a DUNS Number can be found at: <a href="http://fedgov.dnb.com/webform/">http://fedgov.dnb.com/webform/</a>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. <u>Intellectual Property Indemnity</u>. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged

patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

# IN WITNESS WHEREOF,

Metropolitan Government of Nashville and Davidson County:

Jonn Conge	1-27-21
GRANTEE SIGNATURE	DATE
John Cooper, Mayor	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
HOWARD H. ELEY, COMMISSIONER	DATE

# SIGNATURE PAGE FOR GRANT NO.\_VOCA Office Equipment 21-21

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

# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Díane Lance	02/05/2021
Diane Lance, Department Head Office of Family Safety	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Kevin Crumbo, Director Department of Finance	Date
APPROVED AS TO RISK AND INSURANCE:	
Director of Insurance	Date
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	Date
"See previous page"	
John Cooper Metropolitan Mayor	Date
ATTEST:	
Metropolitan Clerk	 Date

# **OFFICE OF CRIMINAL JUSTICE PROGRAMS**

FUND SOURCE

VOCA

OCJP JAG Priority Area

Required Information on Authorizing Agency:	Implementing Agen	cy:
Name: Metropolitan Government of Nashville and Davidso Federal ID Number (FEIN): 62-0694743  DUNS Number: 078217668	n Col <b>Name:</b> Metro Offic Address: 610 Murfre	ce of Family Safety eesboro Pike
SAM Expiration Date: 11/18/20 Fiscal Year End Date: June 30	21 Nashville	, TN 37210-3512
Will You Have Any Subcontracts? No	'	
<b>Project Title:</b> VOCA Victim Service - Equipment		
Contract Start Date: 2/1/2021	Contract End Date:	6/30/2021
AUTHORIZED OFFICIAL - Contact Information		
(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
John Cooper , Mayor	(615) 862-6000	mayor@nashville.gov
1 Public Sq #100	EXT:	
Nashville , 372015007		
PROJECT DIRECTOR - Contact Information		
(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
Diane Lance , Department Head	(615) 880-3173	dianelance@jisnashville.gov
610 Murfreesboro Pike	EXT:	
Nashville , 372103512		
FINANCIAL DIRECTOR - Contact Information		
(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
Andrew Sullivan , Financial officer	(615) 862-5872	andrewcsullivan@jisnashville.g
610 Murfreesboro Pike	EXT:	V
Nashville , 372103512		
County/Counties Served (Type ALL if Statewide):		
Davidson		
U.S. Congressional District(s): 5		

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# Scope of Services/Project Narrative VOCA Grant

#### **EQUIPMENTGRANT**

### PROBLEMS FOR INTERVENTION AND EQUIPMENT NEEDS TO BE IMPROVED

What is the area this technology, training, public awareness, equipment will be used for, or Client need? How will it enhance the agency's ability to provide trauma informed services to victims of crime? If the request is for response to COVID-19 program issues, why is it needed? Examples: Databases, Telehealth, Refrigerator for victim food storage, Washer/Dryer; Sensitive Minor Equipment; Phone System Upgrades; Case Management/Database Systems; Furniture for Victim Waiting Rooms, Furniture for Shelters, and Children's Indoor and Outdoor Play Areas; Translators, Hoteling Needs, Food and Personal Hygiene Products for clients, etc. Describe how not having the requested resources impacts victims in your community.

The equipment requested in this grant application will enhance OFS' ability to provide trauma informed services at both of its Family Safety Centers (Jean Crowe Advocacy Center and the Family Safety Center). In 2019, OFS had 7,097 direct advocacy client visits (3,193 were first time client visits to the Family Safety Centers that year), provided case management to 40 human trafficking victims, and provided domestic and sexual violence education to 118 incarcerated women. This is a 13.6% increase in client visits from the last year, a 3,900% increase in the number of human trafficking clients receiving case management, and a 46% increase in the number of incarcerated women receiving domestic and sexual violence education. Finally, in 2019 OFS provided supportive services to 4,889 children and support people (a 179% increase). To date in 2020, OFS has had 9,427 direct advocacy client visits. During the COVID pandemic specifically, OFS has had 8,176 client visits, (a 67% increase from the same time period in 2019). To date in 2020, OFS has completed 27,272 safety efforts. During the COVID pandemic specifically, OFS has completed 22,983 safety efforts (a 41% increase in safety efforts from the same time period in 2019). To date in 2020, Nashville has had 11 DV homicides.

#### Covid -19 pandemic related equipment needs include the following:

- 1) Video Conferencing systems: (2) Additional all-in-one video conferencing systems are needed to keep clients and staff safe. These systems allow advocates to provide safety planning, danger assessments, resources/referrals, order of protection assistance, victims compensation assistance and other supportive services from remote locations. Those remote locations can include when the victim is at home and the advocate is at the Family Safety Center (FSC) or Jean Crowe Advocacy Center (JCAC) or vice versa. These all-in-one units can also be used room-to-room in the FSC and JCAC to avoid the need for on-site clients, advocates/navigators to be in the same room when receiving and providing services.
- 2) Earphones with microphones: (15). Earphones are needed for FSC and JCAC video conferencing systems. These earphones allow clients to better hear their remote advocate while also limiting what the client's children can hear. Before Covid-19, children were able to play in the FSC's trauma informed play space while their caregiver received advocacy services. With the Covid-19 pandemic, this play space is currently closed and children now accompany their caregiver into the room where the caregiver is receiving advocacy assistance. It helps both the client and accompanying children if they cannot hear the advocate questions and supportive information. Likewise, these earphones will allow advocates to better hear and converse with clients in a trauma responsive manner. In addition, earphones help ensure client confidentiality as staff work from home or in public entrances to the FSC. This number of earphones with microphones will ensure we have enough for FSC clients, OFS remote advocates and navigators.
- 3) Signature pads: (5) signature pads are needed in order to assist clients remotely. These signature pads allow the client to sign critical electronic forms without the on-site presence of

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an advocate. Signature pads are needed for the following types of services: Order of protection petitions, releases of information, victim's compensation applications, referrals to MOU partners, and recommendations for assignment of volunteer attorneys.

- 4) Laptop bags: (12) laptop bags are needed. With a dramatic increase in staff rotating between in office work and at-home work, laptop bags are needed to protect computers in transit.
- 5) Keyboard wrist rests: (12) wrist rests are needed for advocate staff. Now that advocates are working remotely, 100% of their work is done over the computer. In order to protect staff from related wrist injury, wrist rests are needed.
- 6) Rolling plexiglass dividers: (8) rolling plexiglass dividers are needed to assist in the separation of staff from each other as well as staff and clients. These dividers are especially helpful when staff work with clients who may become upset or angry when describing the abuse they are experiencing. Yelling and/or crying can project COVID-19 and other virus particles farther then they would normally project in a calm and quiet conversation.
- 7) Televisions, speakers and carts: 2 televisions, 4 speakers, and 2 carts are needed for the FSC. Since the onset of the Covid-19 pandemic, the FSC's training room has been converted into client spaces. This training room was transitioned to client rooms because it is near an entrance, is the largest room in the FSC, and it can accommodate all technology needs for remote advocacy while allowing children to play comfortably and/or watch a movie. With the loss of this room for staff, the FSC's remaining meetings room can only accommodate a maximum of 3-4 staff members with 6 foot distancing requirements. Fortunately, there is a very large room in the basement that connects the FSC to the Headquarters. With these two TVs and 4 speakers, in person meetings and presentations can take place with proper social distancing.

Non-Covid 19 pandemic related equipment needs include the following:

- 1) Charging cords: (20) charging cords are needed for clients. Many clients come to the FSC with little to no charge left on their cellular phone. This is not safe for the client and causes increased anxiety. A variety of charging cords are needed at the FSC and JCAC in order for clients to charge their phone while receiving services. A charged phone helps ensure clients do not feel rushed and allows clients to remain connected to the needs of their children who may be at school or with a babysitter. Additionally, being able to be reached can reduce the suspicions of offenders that clients are seeking outside assistance and support and assist clients with being able to safely call for emergency assistance when needed.
- 2) Desk, storage units, and white board: 1 desk and 2 storage units and 1 glass white board are needed for the FSC. Since opening of the FSC, OFS' has added one Assistant Director position to oversee client services at the FSC. As a result, one client support room needs to be converted into an office space. A closed-door office is needed in order to have effective and private supervision and coaching with FSC client advocacy staff. We would also purchase a glass dry erase board similar to others currently in the FSC.

List any specific problems you are having with your current technology/equipment. If you are requesting training or public awareness materials, describe the training or public awareness campaign. If requesting funds for public awareness activities, the public awareness activities must be designed to increase victims knowledge on how to access services.

1) Video Conferencing systems: The FSC needs additional video conferencing systems to ensure that remote advocacy is more seamless and assessible to clients. The alternative to these all-in-one units are hand held tablets. Initially, OFS used hand held tablets for all remote advocacy. It did not take long to realize that these tablets were highly frustrating for clients and staff alike. These all-in-one units are much easier for clients to use because it allows clients to "split screens" in order to access their email, use Docusign and watch educational videos without losing the advocate on the screen. These all-in-one units also have a much

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larger screen – increasing the feeling of connection to the advocate and his/her supportive facial expressions. Unlike the tablets, theft is not an issue with the all-in-one units as they are large and wired into the wall. Finally, the all-in-one machines can access video conferencing not only with advocates but also the night court commissioners at ex-parte order of protection hearings. These all-in-one units allow the OFS advocates to be visible to clients' on the screen at the same time as the Night Court Commissioner – just as they would be if working in the same room together.

- 2) Earphones with microphones: When clients need privacy in the room where they are receiving remote assistance they are using both earphones to hear and a desk telephone to talk. Telephones need to be used because current headphones do not have a microphone. With the requested earphones with microphones clients will be able to plug the earphones into the all-in-one unit in order to listen and speak with the advocate. This allows for greater privacy and a more seamless conversation.
- 3) Signature pads: OFS currently has only three signature pads. While this number was sufficient early on, it is no longer enough. Clients currently must wait until another client finishes with the signature pad in order to sign their own documents such as order of protection petitions, release of information, victims' compensation applications, referrals to MOU partners, and recommendations for assignment of volunteer attorneys. These additional signature pads will be assigned to each all-in-one unit to ensure client services are not unnecessarily delayed.
- 4) Laptop bags: Advocates that do not have a laptop bag are carrying their laptops to and from work by hand. This creates tremendous risk that the laptop will be damaged in transit or when not in use at home.
- 5) Wrist rests: Currently no advocates have wrist rests. Given that remote work is all done at the computer this will create long-term strain and possible injury. Wrist wrests will help relieve wrist tension as Advocates work with clients remotely from computers.
- 6) Rolling plexiglass dividers: Many of the FSC client support rooms have sufficient space to allow for 6 feet of distancing. Given the nature of our work however, Metro health department recommends dividers between clients and staff. The concerns expressed by Metro Health include the extended length of time advocates are in rooms with clients (70-90 minutes) and the likelihood virus droplets reaching a distance further than 6 feet when clients are expressing feelings of grief, fear or anger. These clear Plexiglas dividers will provide an extra layer of protection in preparation for returning to in-person work again.
- 7) Televisions, speakers and carts: The FSC has 5 meeting rooms. With 6 feet distancing requirements, one room allows for 4 people, one room allows for 3 people, one room allows for 2 people and two rooms allow for 1 person. As more and more FSC staff and partners begin to return to the office, these rooms are not sufficient for in-person meetings and trainings. Fortunately, the FSC has a large room in the basement between the FSC and Headquarters that can safely space out 20-25 people. Unfortunately, this space was not equipped with the type of technology needed for large group work. Two televisions, placed on a rolling cart with accompanying speaker systems, will allow for larger in-person meetings and trainings to take place. Without this room and accompanying technology many of our taskforces, meetings and trainings (such as, sexual assault taskforce, strangulation taskforce, strangulation taskforce, high risk intervention panel, domestic abuse death review, MOU partner meetings, and advocate training) will need to remain virtual for much longer. The lack of in-person connection for a year or more will soon result in multi-disciplinary team deterioration.

Non-Covid 19 pandemic related equipment needs include the following:

 Charging cords: A variety of charging cords are needed at the FSC and JCAC for clients to charge their phones while receiving services. Clients are often very anxious and will rush or when they have depleting phone batteries. Having enough chargers for clients allows them to

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- charge their phones during their time with an advocate; ensuring they can be reached or reach out in case of an emergency or by a suspicious/jealous offender.
- 2) Desk, storage units and white board: Currently, the FSC Assistant Director does not have a properly equipped closed door office. As a result, this Assistant Director has been using a client support room to support and supervise staff members. This is not a productive and healthy workspace for this Director level position and those that she manages. With this equipment, a desk, storage units, and white board would replace the sofa and lounge chairs that currently occupy this space. All existing FSC office furniture was donated by HCA several years ago and there are no extra desks and storage units to fit this small office space.

#### **ACTIVITIES**

Provide a timeline to demonstrate that the planned purchases, training and/or public awareness activities will be completed within the 6 month project period. Specific dates for completion and specific staff responsible for completing each activity are to be included. Add additional lines as needed.

#### IMPLEMENTATION TIMELINE

ACTIVITY	STAFF TO COMPLETE	COMPLETION DATE
Purchase earphones, charging cords, wrist rests, laptop bags	Assistant Director of Client Services	February 1, 2021
Initiate and confirm purchase of all-in-one units, video conferencing system, and signature pads	Financial Officer	February 1, 2021
Initiate and confirm purchase of Plexiglass dividers	Financial Officer	February 1, 2021
Initiate and confirm purchase of televisions, speakers, and carts	Financial Officer	February 15, 2021
Initiate and confirm purchase of desk, storage units, and white board	Financial Officer	February 15, 2021

#### **INPUTS**

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. List agency resources that will be dedicated to this initiative.

Describe how the agency is leveraging other funds for additional support for the project.

The following describes how OFS has leveraged past funds to help meet the needs expressed in this grant application:

All-in-one units & earphones: Cares Act funds have been leveraged to date. As recommended and supported by Metro IT, OFS purchased and is currently utilizing (3) existing all-in-one units prior to this application. These units were funded by through Metro Government's General Fund. With the proven success of these units and ongoing technical support provided by the Metro IT Department, OFS is confident that the additional units funded under this grant will greatly improve the victims' experience with remote advocacy and support. The earphones with microphones will further enhance the victims experience by removing the need to also use the telephone. This will provide

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greatly enhanced privacy and reduce the audio echo that currently occurs when using two devises. The purchasing process for these all-in-one units is to go through the Metro ITS to order through our supplier, Dell. The purchasing process for the earphones is to use the Metro procurement process through our vendor (HiTouch, Staples.)

Plexiglas dividers: Cares Act funds have been leveraged to date. OFS has purchased (8) Plexiglas dividers prior to this application. Each of these has been assigned to areas of the building and have been an effective tool to enhance safety. As Nashville moves through its Covid-19 re-opening phases, more dividers will be needed to enhance safety in the workplace. OFS staff and Metro General Services will be responsible for the upkeep of these dividers. The purchasing process for the Plexiglas dividers is to use the Metro procurement process through our vendor (HiTouch, Staples).

Laptop cases: Metro funds have been leveraged in the past and will continue to be leveraged in the future. OFS now ensures that all laptops are purchased with a protective case. Unfortunately, this was not always the procedure. Prior to Covid-19, the risk of damaging these unprotected laptops was minimal since they were never taken home. Now that laptops are taken home all current laptops need a protective case for home and office. The purchasing process for these laptop cases is to use the Metro procurement process through our vendor (HiTouch, Staples.)

Signature pads: Donations have been leveraged. 3 signature pads were donated to OFS at the onset of the Covid-19 pandemic. As more and more clients are coming to the FSC for services, additional signature pads are needed. The purchasing process for these signature pads is thought out ITS department.

Desk & storage: Donations have been leveraged. OFS will be utilizing a donated office chair, two guest chairs, and art to complete the outfitting of this office. The purchasing process for the desk and storage units through the Metro General Services department.

TVs, Carts, and Speakers: Personnel will be leveraged. OFS and other FSC staff members lead the in-person meetings, taskforces and trainings that will be utilizing this equipment. These multi-disciplinary teams include Police, District Attorney's Office, Social Services, shelter providers, civillegal assistance providers, sexual assault service providers, adult and child protective services, and other MOU nonprofit partners. The purchasing process for the TVs, carts, and speakers is through Diversified who Metro contracts with for all audio-visual needs.

Note: To date, OFS has spent \$23,288 to make needed Covid 19 adjustments at the FSC. The largest expenditures have included All-in-one units, cell phones, masks, remote notaries and cleaning supplies.

Describe how the agency ensures clients are receiving trauma informed services.

Metro's Office of Family Safety (OFS) work focuses on Nashville's most vulnerable victims, those targeted by predators because of their gender or age such as women, children and the elderly. Many of the victims that OFS Advocates assist at Nashville's Family Justice Centers have suffered ongoing victimization, chronic trauma and egregious offenses such as attempted murder, strangulation, and rape.

For many clients, OFS is the "first-responder" – especially for those clients that do not want to involve police (research estimates this percentage at 47%). OFS' victim centered and victim led approach assists clients with their urgent safety and medical concerns such as connecting clients

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to shelter and medical providers to examine head trauma and strangulation injuries. In addition, Advocates do unique safety planning, danger assessments and resource connection with clients in order to meet individualized safety needs. Because there is no safety net to catch this work in the absence of OFS, our advocates continue to provide services at the FSC (in person and remotely) during this pandemic. OFS is the city's safety net when it comes to crisis intervention services for victims of interpersonal violence.

Amid the challenges of the Covid-19 pandemic, OFS has strived to maintain an environment that elicits feelings of safety, connection and dignity while minimizing triggers that may be traumatizing or stigmatizing. The check-in process at our FSC continues to be welcoming and safe. Clients are provided with masks, hand sanitizer, and snacks upon arrival and are personally escorted into one of our four clean and comfortable private rooms in order to speak confidentially with an advocate.

Since Covid-19, each client service rooms is equipped with a laminated color coded resource guide that is reviewed page-by-page with the Advocate. These Advocates are currently working remotely and appear life-size on the large video conferencing screens in order to cement feelings of one-on-one connection. On-site Navigators check-in with clients regularly to see if they can help with any on-site needs such as food, drinks, restroom, and other pressing concerns.

Each client service room also has a sound machine and the capability for dimming that lights which helps create a calming environment and increase privacy to ensure that clients can safely communicate their needs and concerns. OFS advocates provide domestic violence education via multiple mediums including videos, danger assessments, and resource connections and referrals to programs that fit the client's needs. Self-evaluation is important and this is accomplished through or client exit surveys and recommendations from our survivor advisory committee, VOICES.

OFS client surveys show that we are doing the following very well:

- 1. Victims report that their sense of safety and security has increased: My immediate sense of safety and security has increased as a result of the services I received from this agency.
- 2. Victims report an increase in knowledge about victims' services. I am more knowledgeable of the services and community resources available to victims.
- 3. Victims report an increase in knowledge about the criminal justice system. I am more knowledgeable about the criminal justice system.
- 4. **Victims express satisfaction with services.** I am satisfied with the services I have received through this department.
- 5. Victims report an improved ability to plan for their safety. I know more ways to plan for my safety.
- 6. Victims report a decrease in the level of vulnerability by identifying a support system. (Decrease in isolation). I have identified a support system to help me address my victimization."

Training is the backbone of our trauma informed service delivery model. We not only receive national training on the subject but provide trainings on this topic to service providers throughout Nashville and across the state including Judges, attorneys and prosecutors as well as other Family Safety Centers. Nashville's Family Safety Center is considered a national model for Family Justice Centers across the country. We speak and provide tours on this topic often for the national oversight body for Family Justice Centers, the Alliance for Hope.

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In 2019, OFS utilized 49 interns and volunteers and 2 volunteer groups. The total number of intern and volunteer hours was 7,400. OFS interns and volunteers assist with direct client services, provide trauma informed play opportunities for children of FSC clients, assist with firearm and strangulation case flagging, hospitality, donation sorting and management, community outreach, research and administrative tasks.

OFS puts a tremendous emphasis on intern and volunteer training. Trainings focus on interpersonal violence and the critical role confidentiality plays in our work. Additionally, volunteers and interns are trained on safety planning, orders of protection, boundaries, advocacy basics, sexual assault, high risk indicators, documentation, and trauma informed services, and other special topics related to our work.

Interns assist with client service provision under the supervision of advocacy staff and the Resource Coordinator. They also assist with administrative work, client follow-up services, and resources and referrals. Office of Family Safety volunteers assist with the operations of our Family Safety Centers. This assistance includes but is not limited to assisting with the coordination of donations; including drop-offs, pick-ups, cataloguing, and the distribution of donations of food and floral arrangements. Additionally, volunteers work to keep Nashville's Family Safety Centers clean, bright, and welcoming for the clients we serve.

Describe the agencies in-kind and cash match that will be used to meet the required 20% match for this grant. Include the source of the match.

The Office of Family Safety will be using intern hours to cover the match. These hours will be counted at \$20 per hour (same as our rate on past grants). The Office of Family Safety will be using multiple interns to cover the 625 hours needed at \$20 per hours. We will utilize a minimum of eight (8) interns each averaging 20 hours a week for 22 weeks which will more than fulfill the required \$12,500 needed to cover the match.

Describe how OCJP funding enhances your project. How do OCJP funds benefit the project.

As previously described, OCJP VOCA funding for equipment will benefit both clients and staff. The following are the expected benefits:

- 1) Remote communication between clients and advocates will be enhanced and feel more personal (all-in-one units)
- 2) Privacy between client and advocate discussions will be improved and streamlined (earphones)
- 3) Necessary client signatures can be obtained with ease (signature pads)
- 4) Wear and tear on the body from increased computer work will be minimized (wrist rests)
- 5) Successful transition (when safe) to "in the same room" advocacy (plexiglass dividers)
- 6) Ability to safely have in-person meetings and trainings with 20-25 people at a time (TVs, carts, and speakers)
- 7) Have a properly equipped Assistant Director office for administrative tasks and advocate supervision (desk, storage units, and white board)

If purchasing equipment or technology, who in your agency will benefit from the purchase and how will they benefit. Provide detail in grant budget that includes descriptions on what is being purchased.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 8)

- 1) all-in-one units & earphones staff and clients will benefit by hearing and seeing each other better during video conferencing advocacy. Clients will feel more privacy when speaking with the advocate.
- 2) signature pads staff and clients will benefit by not having to be in the same room together to sign necessary forms.
- 3) wrist rests advocate staff will benefit from decreased strain on their wrists while typing at their computer during remote advocacy work
- 4) plexiglass dividers FSC staff will benefit by ensuring in-the-same room meeting with clients maximizes safety.
- 5) TVs, carts, and speakers FSC staff and CCR partners will benefit by using this equipment for in-person meetings and trainings. Clients will benefit indirectly by the improved teamwork that will come from in-person meetings such as high-risk intervention panel and advocate training.
- 6) desk, storage units, and white board FSC Assistant Director and advocates will benefit from this properly outfitted office to maximize opportunities to privately coach and guide advocates in their work.

The equipment being requested helps increase OFS' options for client services ensuring that clients can have the type of remote or in-person assistance that is safe according to Metro Health Department and the individual medical vulnerabilities and concerns of clients and staff members.

#### **COLLABORATION ACTIVITIES**

Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results, they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained.

Describe any collaborations with other agencies that will enhance your project. If the agency is only purchasing equipment or technology This question does not need to be answered.

N/A

#### **GRANT BUDGET**

AGENCY NAME: Metropolitan Government of Nashville and Davidson County

FUND SOURCE: VOCA
SOLICITATION NUMBER:

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 2/01/2021 END: 6/30/2021

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT			
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00			
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 <sup>2</sup>	\$50,000.00	\$0.00	\$50,000.00			
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00			
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	\$12,500.00	\$12,500.00			
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00			
25	GRAND TOTAL	\$50,000.00	\$12,500.00	\$62,500.00			

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/ocip/Appendix J Policy 03 Report.xls)

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

<sup>&</sup>lt;sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

### **GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Metropolitan Government of Nashville and Davidson County

FUND SOURCE: VOCA SOLICITATION NUMBER:

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
All in one video conefecning units (2)	\$1,800,00
Desk for all in one machines (10)	\$6,000.00
Headphones w/ microphones (15)	\$250.00
Signature pads (5)	\$400.00
Laptop bags (12)	\$300.00
Keyboard wrist rest (12)	\$150.00
Rolling plexiglass dividers (8)	\$4,000.00
Televisions, speakers and cart (2)	\$22,000.00
Charging cords (20)	\$400.00
Office upgrade (desk, storage unit, marker board)	\$10,000.00
Laptops (4)	\$4,700.00
	\$50,000.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: Intern hours billed at \$20 per hours. Will have eight interns who average 20 hours per w	
k. Will vrh 12 h	\$12,500.00
TOTAL	\$12,500.00

# ATTACHMENT B

# Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2018-V2-GX-0024
Federal award date	8/9/2018
CFDA number and name	16.575; Victims of Crime Act 2018
Grant contract's begin date	2/1/2021
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$50,000.00
Total amount of federal funds obligated to the subrecipient	\$50,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$67,791,613.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Katie Davis Katie Davis@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

# **Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to <a href="mailto:cpo.auditnotice@tn.gov">cpo.auditnotice@tn.gov</a>. The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.

Metropolitan Government of Nashville and Davidson County is subject to an audit for fiscal year 2021.
Metropolitan Government of Nashville and Davidson County is not subject to an audit for fiscal year 2021.
Grantee's Edison Vendor ID Number: 4
Grantee's fiscal year end: June 30
Any Grantee that is subject to an audit must complete the information below

Any Grantee that is subject to an audit must complete the information below,

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	-
Funds passed through the State of Tennessee	a.
<ul> <li>a. Funds passed through any other entity</li> </ul>	a.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

government		
Non-federal funds received directly from the State of Tennessee		
Auditor's name:	4	
Auditor's address:		
Auditor's phone number:		
Auditor's email:		