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## GRANT SUMMARY SHEET

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**Grant Name:** Family Violence Prevention Services Conference 24

**Department:** OFFICE OF FAMILY SAFETY

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

**Pass-Through Grantor  
(If applicable):** TENN.OFFICE OF CRIMINAL JUSTICE PROGRAMS

**Total Award this Action:** \$118,000.00

**Cash Match Amount** \$0.00

**Department Contact:** LaToya Townsend  
862-5159

**Status:** NEW

**Program Description:**

The goal of this project is to plan and implement an in-person symposium event for Tennessee professionals who work in or partner with a Family Justice Center or collaborate with a coordinated community response.

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

This grant is for a one time event.

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
OFFICE OF FAMILY SAFETY	51	LaToya Townsend		862-5159			
<b>Grant Name:</b>	Family Violence Prevention Services Conference 24						
<b>Grantor:</b>	U.S. DEPARTMENT OF JUSTICE			<b>Other:</b>			
<b>Grant Period From:</b>	12/01/23	(applications only) Anticipated Application Date:					
<b>Grant Period To:</b>	06/30/24	(applications only) Application Deadline:					
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>	TENN.OFFICE OF CRIMINAL JUSTICE PR	<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$118,000.00			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	New Initiative	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	93.671	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>	Applic. Submitted Electronically?		<input checked="" type="checkbox"/>				
The goal of this project is to plan and implement an in-person symposium event for Tennessee professionals who work in or partner with a Family Justice Center or collaborate with a coordinated community response.							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
This grant is for a one time event.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>	n/a	or	0.0%	<b>% of Grant</b>	<b>Other:</b> <input type="checkbox"/>		
<b>Explanation for "Other" means of determining match:</b>							
n/a							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>		\$0.00		<b>Fund</b>	<b>Business Unit</b>		
<b>Is not budgeted?</b>				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		1.50		<b>Actual number of positions added:</b>		2.00	
<b>Departmental Indirect Cost Rate</b>		29.90%		<b>Indirect Cost of Grant to Metro:</b>		\$35,282	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		0.00%		<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00 in budget	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b> Metro Nashville Police Dept., Nashville District Attorney's Office, Davidson County Sheriff's Office, US Attorney's Office of Middle Tennessee, General Sessions Probation.							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24	\$0.00	\$118,000.00	\$0.00	\$0.00		\$0.00	\$118,000.00	\$35,282.00	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
<b>Total</b>		\$0.00	\$118,000.00	\$0.00	\$0.00		\$0.00	\$118,000.00	\$35,282.00	\$0.00
<b>Date Awarded:</b>					<b>Tot. Awarded:</b>			<b>Contract#:</b>		
(or) <b>Date Denied:</b>					<b>Reason:</b>					
(or) <b>Date Withdrawn:</b>					<b>Reason:</b>					

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





## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 12/1/2023	<b>End Date</b> 6/30/2024	<b>Agency Tracking #</b> -	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County			<b>Edison Vendor ID</b> 4		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number: N/A</b>			
		<b>Grantee's fiscal year end June 30</b>			
<b>Service Caption (one line only)</b> State FVS, FJC Conference					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY24	\$118,000.00				\$118,000.00
<b>TOTAL:</b>	<b>\$118,000.00</b>				<b>\$118,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
<b>Speed Chart</b> FA00002555		<b>Account Code</b> County - 71301000			

**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 state and federal funds for services provided to adult and youth victims of family violence, domestic violence, or dating violence through the Family Violence Prevention and Services Act (FVPSA), Assistance Listing number 93.671 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 <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- 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 <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. 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 FVPSA program is to assist the state in establishing, maintaining, and expanding programs and projects to prevent family, domestic, and dating violence and to provide immediate shelter and related assistance for victims of family, domestic, and dating violence and their dependents. The core components to be provided through this program include but are not limited to: emergency shelter, twenty-four hour crisis line, transportation, counseling, advocacy, referral, follow-up, special services to children and the underserved, and community education. These services may be provided to residential and non-residential clients, as appropriate.
- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by FVPSA and Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
- b. The Grantee is responsible for annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for FVPSA per the OCJP Grants Manual.
- A.6. Incorporation of Additional Documents. 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.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on 12/1/2023 ("Effective Date") and extend for a period of Seven (7) 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. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Eighteen Thousand Dollars (\$118,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, 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. Travel Compensation. 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. Invoice Requirements. 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](mailto: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. Budget Line-items. 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. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. 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.
- c. 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.

- d. The Grantee must close out its accounting records at the end of the contract period 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. Payment of Invoice. 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. Prerequisite Documentation. 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Kim Phillips, Program Manager  
 Department of Finance and Administration  
 Office of Criminal Justice Programs  
 312 Rosa L. Parks Avenue, Suite 1800  
 Nashville, Tennessee 37243-1102  
 Email: kim.d.phillips@tn.gov  
 Telephone # (615)253-7328

The Grantee:

Diane S. Lance, Department Head  
 Metropolitan Government of Nashville and Davidson County Office of Family Safety  
 730 2nd Ave South  
 Nashville, Tennessee 37210-2006  
 Email: DianeLance@jnsnashville.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. HIPAA Compliance. 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. Public Notice. 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. Licensure. 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. Progress Reports. 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. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

- D.23. Limitation of State's Liability. 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.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the 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. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. 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 hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in

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

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered

into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_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. Completeness. 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. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. 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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- 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.

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. 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. Counterpart Clause: 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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As



described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.5. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities (“Capital Asset”) acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee’s application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
  1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
    - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
    - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
  2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
    - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

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

**IN WITNESS WHEREOF,**

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

SEE BELOW

---

**GRANTEE SIGNATURE**

**DATE**

Freddie O'Connell, Mayor

---

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

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---


**JIM BRYSON, COMMISSIONER**

**DATE**

**SIGNATURE PAGE  
FOR  
GRANT NO. Family Violence Prevention Services Conference 24**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
11/5 Department

10-17-23  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

  
\_\_\_\_\_  
Director of Finance Date  
Department of Finance

10/24/2023 | 3:59 PM CDT  
\_\_\_\_\_

**APPROVED AS TO RISK AND INSURANCE:**

  
\_\_\_\_\_  
Director of Insurance

10/25/2023 | 11:00 AM CDT  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

10/25/2023 | 10:08 AM CDT  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

ID 6448

**ATTACHMENT A  
APPLICATION FOR FUNDING  
GRANT PROJECT COVER SHEET**

**OFFICE OF CRIMINAL JUSTICE PROGRAMS**

FUND SOURCE State FVS  
OCJP JAG Priority Area

<b>Required Information on Authorizing Agency:</b>	<b>Implementing Agency:</b>
<b>Name:</b> Metropolitan Government of Nashville and Davidson	<b>Name:</b> Metropolitan Government of Nashville and Davi
<b>Federal ID Number (FEIN):</b> 62-0694743	<b>Address:</b> 730 2nd Ave South
<b>DUNS Number:</b> 078217668	
<b>SAM Expiration Date:</b> 2/16/2024	Nashville, TN 37210-2006
<b>Fiscal Year End Date:</b> June 30	

**Will You Have Any Subcontracts?** Yes

**Project Title:** FJC Conference

**AUTHORIZED OFFICIAL - Contact Information**

<b>(Name, Title, and Complete Mailing Address)</b>	<b>Phone Number:</b>	<b>E-Mail Address:</b>
Freddie O'Connell, Mayor	(615) 862-6015	mayor@nashville.gov
1 Public Square	<b>EXT:</b>	
Suite 100		
Nashville, 37201-1646		

**PROJECT DIRECTOR - Contact Information**

<b>(Name, Title, and Complete Mailing Address)</b>	<b>Phone Number:</b>	<b>E-Mail Address:</b>
Diane S. Lance, Department Head	(615) 880-3173	DianeLance@jnsnashville.gov
730 2nd Ave South	<b>EXT:</b>	
Nashville, 37210-2006		

**FINANCIAL DIRECTOR - Contact Information**

<b>(Name, Title, and Complete Mailing Address)</b>	<b>Phone Number:</b>	<b>E-Mail Address:</b>
Dolly Cook, Finance Manager	(615) 862-5072	dollycook@jnsnashville.gov
610 Murfreesboro Pike	<b>EXT:</b>	
Nashville, 37210-2006		

**County/Counties Served (Type ALL if Statewide):**

Statewide

**U.S. Congressional District(s):** 5

## Scope of Services/Project Narrative

### Tennessee Coordinated Community Response State Conference

#### TRAINING GRANT

##### **PROBLEMS FOR INTERVENTION AND TRAINING NEEDS TO BE IMPROVED**

*Describe the purpose of the proposed conference and explain how it will help meet a need?*

The Tennessee Family Justice Centers Statewide Conference will enhance the statewide network of Family Justice Centers through increased partnership between FJC Directors and their FJC Partners. It will also increase the capacity and skill of statewide teams through instructive sharing, network, and collaboration around best practices from rural and urban FJCs around the state and from national and regional experts where appropriate.

The conference will meet the expressed needs of FJC directors and their partners for training and resources on the topics of collaboration & team building, conflict resolution, underserved and isolated communities, practitioner wellness, strategies for using risk/danger assessments, CCR strategies and projects, and emerging best practices being implemented in Tennessee. There will be a separate pre-session for FJC Directors to do a deep dive on FJC coordination, the unique challenges experienced in this role, and team building between directors. Conference sessions will then be offered for FJC and partner staff (including law enforcement, prosecutors, civil attorneys, probation, healthcare providers, and non-profit victim services organizations).

*Provide specific examples that demonstrate your experience in organizing and conducting a statewide conference. Use specific examples, as appropriate.*

The Office of Family Safety has planned multiple trainings, webinars and events that have been offered statewide, including the 2-Day Strangulation Training Institute in 2019, Strangulation Summits in 2021 and 2022, the Statewide Domestic Violence Fatality Review Training in 2018, and led the planning and coordination of the TN Statewide FJC Conferences in both 2022 and 2023.

In FY 2023, OFS provided training to more than ten thousand attendees. During FY 2023, 57% of those attendees were from OFS staff and local partners in Nashville/Davidson County, 37% were statewide attendees, 5% were from a national audience.

Additionally, OFS's Assistant Director of Education, who would help to supervise this project, has planned and coordinated a total of eight multi-day statewide conferences through her previous work with the Tennessee Coalition to end Domestic & Sexual Violence as well as her coordination of the first TN Statewide FJC Conference in 2022 and oversight of the Conference in 2023. In this previous role the Coordinator worked with a team to plan and conduct the Coalition's Statewide Annual Conference from 2015-2018 and lead the planning an execution of their statewide Rape Prevention Education Institute from 2014-2017.

## PURPOSE

### Goals, Objectives, and Activities

*Listed below are the Goal and Objectives of the State Conference project. Under each Objective, describe the Activities. Optionally, applicants may add additional Objectives to Activities are what a project does with the Inputs to meet its Goals and Objectives.*

**Goal: Increase capability, interest, and reach of multi-disciplinary teams and FJCs in TN to reduce gaps in victim safety and offender accountability**

**Objective 1: Plan and implement a two-day conference which brings together personnel from Family Justice Centers (FJCs), Coordinated Community Response (CCR) teams, and FJC partner agencies and community leaders.**

#### **Activities:**

- Secure venue space. Venue search will prioritize the Tennessee State Parks as we have history of using the space for conferences, it is cost effective, and all inclusive.
- Convene monthly meetings with OCJP for the purposes of Conference planning for the duration of the grant
- Convene a meeting, either in-person or virtually, with all FJC Directors for the purpose of gathering feedback and input on agenda, topics, and speakers in order to ensure the conference speaks to Centers and Teams from all jurisdictions (urban and rural, single and multi-county, established and emerging teams, etc.)
- Secure approved venue space for the chosen dates of the Conference
- Coordinate with venue to arrange for associated catering, lodging, and other needs for attendees
- Manage Conference registration and attendance, including Save the Dates, registration form, and other outreach and coordination with potential attendees
- Secure and assign speakers for each agreed upon topic area
- Coordinate with potential speakers to finalize Speaker Agreements, facilitate any travel needs, and coordinate any material and AV training needs
- Coordinate on-site registration, including attendee resource packets

**Objective 2: Provide meaningful training and technical assistance opportunities which meet the collective needs of participants.**

#### **Activities:**

- Review 2023 Conference Feedback
- Review all forms of stakeholder input, including FJC director meeting results, surveys, polls, etc. to identify trends in training needs/interests and potential speakers
- Seek feedback from OCJP and other conference stakeholders (especially FJC leadership) to compile list of potential speakers and finalize topic-areas for agenda
- Finalize Conference agenda including spotlight on emerging best-practices, promising-practices, and/or innovative programs being implemented across Tennessee in both rural and urban jurisdictions
- Create and administer substantive evaluations for each individual training session as well as overall Conference evaluations

**ATTACHMENT A**  
**APPLICATION FOR FUNDING**  
**GRANT PROJECT NARRATIVE**  
**(Narrative Page 3)**

**Objective 3: Provide participants with meaningful opportunities for collaboration, development, and community-building.**

**Activities:**

- **Plan restorative FJC Directors-only retreat as portion of the Conference.**
  - To include experiential activities such as “hike and talks”, sound bath, or other restorative and bonding activities, encourage collaboration and partnership among the Directors, and a focus on organizational and individual wellness topics geared toward those in leadership positions.
  - Potential topics may include preventing burnout and high turnover, re-engaging a disengaged partner or Team, how to create a welcoming environment for clients throughout the service process, communication and relationship building with on-site partners etc.
- **General Conference: Take advantage of the unique nature of the training location to provide experiential, team-building, and collaborative activities for a variety of experience levels. Some examples may include:**
  - Restorative yoga practices
  - “Hike and Talks”
  - Learning and practicing emotional regulation and de-escalation skills
  - Indoor and outdoor team bonding activities
- **Focus on choosing topics, speakers, and planning training sessions with a heavy focus on practice, discussion, interaction, and team-development**
  - All training topics and speakers will be chosen in collaboration with OCJP, FJC leaders, and input from potential attendees
  - Training sessions will include time for discussion, interaction, and practice where appropriate

**Timeline**

***Give a timeline which includes activities leading up to the conference and who is responsible for each activity. Funding must be spent by 6/30/2024. Add additional lines as needed.***

<b>Activity/ Output</b>	<b>Position of Person Completing</b>	<b>Due Date for Completion</b>
Secure Venue space	Conference Event Coordinator	September 2023
OCJP Monthly Planning Meeting- Determination is made as to what meals will be provided by conference and if any meal cost to attendees. Determination is made on whether attendees will be responsible for their gas/travel costs.	Conference Event Coordinator, OCJP Liaison, Other OFS Staff Supporting Event Planning	October 2023
Convene a meeting, either in-person or virtually, with all FJC Directors for the purpose of gathering feedback and input on agenda, topics, and speakers	Conference Event Coordinator	October/November 2023
Once Venue has been secured, send out Save the Date to potential attendees.	Conference Event Coordinator	September/October 2023
Planning Survey for all FJC Leaders, Staff, & Partners- create, distribute, and analyze results	Conference Event Coordinator	January 2024

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Create a list of potential speakers and their specialization areas, as well as any additional Conference agenda items.	Conference Event Coordinator	January 2024
OCJP Monthly Planning Meeting- Meet with OCJP Liaison to finalize/approve list of potential speakers and/or other agenda items.	Conference Event Coordinator, OCJP Liaison, Other OFS Staff Supporting Event Planning	Monthly Beginning in January 2024
Contact approved speakers to secure availability, finalize Speaker Agreements	Conference Event Coordinator	February-March 2024
Finalize Conference agenda with available speakers, send agenda to OCJP for approval.	Conference Event Coordinator, OCJP Liaison	February- March 2024
Once agenda is approved, apply for necessary accreditations if appropriate/available- CLEs, POST Credit and CMEs	Conference Event Coordinator	March 2024
Create and manage event registration-including outreach and marketing/publicity to statewide FJCs and CCR Teams.	Conference Event Coordinator	March 2024
Work with Venue to finalize food and beverage arrangements	Conference Event Coordinator	March 2024
Work with Attendees and Speakers to assist with coordination of travel as needed	Conference Event Coordinator	March 2024
Work with Speakers and Venue to coordinate AV/Technology needs	Conference Event Coordinator	March-April 2024
Work with Speakers to coordinate and non-AV training needs (e.g. printing handouts, easels for note taking, etc.)	Conference Event Coordinator	March-April 2024
Print/prepare Conference packets for attendees, including agenda, name tags, print resources, writing tools, etc.	Conference Event Coordinator	April 2024
Prepare sign-in sheets and other registration/check-in resources for Conference	Conference Event Coordinator	April 2024
Prepare evaluations for each speaker/session as well as an overall Conference Evaluation	Conference Event Coordinator	April 2024
Send out registration reminders to potential attendees with registration deadline, and event reminders to those already registered	Conference Event Coordinator	February- March 2024
Pre-Conference Survey for all Attendees- create, distribute, and analyze survey results	Conference Event Coordinator	April 2024



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On-site setup and coordination for/support with Venue, Attendees, and Speakers	Conference Event Coordinator	April/May 2024
Create, Distribute, and Collect individual-session and overall evaluation and survey data and create outcomes report	Conference Event Coordinator	April/May 2024
Coordinate with Speakers & Attendees to ensure any travel, lodging, or speaker fee reimbursements are completed and submitted for payment	Conference Event Coordinator	May 2024

## INPUTS

**Describe the structure of the conference that will be hosted including length, general location, and intended audience.**

**Length-** The proposed length of the Conference is four days, with one day being a full day FJC-directors only retreat, two days being a full conference day with all attendees and a travel day split between optional conference intensive sessions and leadership sessions. With this in mind, the proposed agenda of the Conference would be as follows:

- **Pre-Conference Travel Day-** All Attendees & Appropriate Speakers Arrive at Venue, Venue and Conference Check-in
- **Conference Day 1- 9am-5pm-** Includes Keynote, Breakout Sessions, Team Building/Experiential Session, and Breakfast, Lunch, and Dinner Provided
- **Conference Day 2- 2am- 5pm-** Breakout Sessions, Breakfast, Lunch, and Dinner Provided
- **Conference Day 3-** Return Travel (Post-Conference Travel Day)- All Attendees (except FJC Leaders) Check out
  - **Morning-** Optional Conference Intensive Sessions 9am-12pm
  - **Afternoon-** Leadership Retreat Begins 1pm-5pm
- **Conference Day 4- FJC Director's Retreat- 9am-5pm-** Includes Keynote and Leadership Sessions, Experiential Sessions, and Breakfast, Lunch, and Dinner Provided
- **Day 5-** Directors Check-Out & Travel Day

**Intended Audience-** The intended audience for conference sessions includes but are not limited to personnel from Family Justice Centers, as well as agencies who specialize in domestic violence, civil-legal services, sexual assault, and/or other areas of interpersonal crime victimization. Additionally, FJC Partner Agencies and others involved in Multi-Disciplinary Coordinated Community Response Teams across the state, including medical professionals, children and youth services, law enforcement agencies, prosecutor's offices, and other disciplines with a criminal justice or victim service role, as appropriate. Outreach and registration for the event will focus on Tennessee professionals who work in or partner with an FJC or who participate in a coordinated community response or other multi-disciplinary response team.

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***Include how input from stakeholders will be used in planning for the conference.***

Input and assistance from OCJP will be achieved via **convening monthly meetings with OCJP staff** throughout the duration of the grant to discuss progress, facilitate planning, and gain OCJP approval for every step of the planning and implementation of the Conference.

**Input from stakeholders** (FJC Staff and those participating in CCR activities around the state) will be used from the following sources:

- **TN Statewide FJC Conference 2023 Evaluation feedback**
- The Office of Family Safety will conduct a **Training Needs Assessment Survey** in November 2023 to gather data on statewide training needs for the 2024 calendar year.
  - This survey will include collecting data from statewide FJC and CCR partners on the most pressing training needs for their organizations and multi-disciplinary partners.
  - The relevant data from this survey will be used to guide some of the potential topic-areas for the Conference's breakout sessions.
- **In addition to these sources of input, the following will also be used to inform the Conference's planning (see 'Data Collection' below for greater detail):**
  - FJC Director Meeting Feedback
  - Planning Survey for FJC and Coordinated Community Response Team Leadership
  - Registration Forms
  - Pre-Conference Survey

***Describe the subject areas and topics intended to be offered to participants including any options for specific tracks for participants to follow.***

***Potential Subject/Topic Areas***

- **Responding to victims of Trauma** (may also include co-occurring mental health/substance use) with suggested speakers National Center for DV, Trauma, and Mental Health
- **Related to FJC Director's Retreat:**
  - Crucial Conversations/Leading Difficult Conversations (Leadership Session)
  - Effective/Trauma and Grief-Informed Supervision (Leadership Session)
  - Organizational Trauma & Healing (Leadership Session)
- **Related to General Conference Days:**
  - Building a stronger Coordinated Community Response to IPV
  - Community/Partner Engagement & Relationship Building
  - Firearms/Strangulation Flagging Implementation
  - HRIP Implementation
  - Abuser's use of court/criminal justice system/custody (family courts) for control
  - BIP/Offender Focused Initiatives
  - Responding to Mental Health Crisis/Working with clients who have co-occurring mental health diagnosis

**Potential General Conference Format:**

- **Day 1- General Knowledge Sessions for all Participants**

Potential Topics Include:

- FJCs as Anchors in IPV Response
- MDT/CCR Building
- High-Risk & Homicide Reduction Strategies
- Trauma & Grief-Informed MDT Work
- Wellness Activities

- **Day 2- Networking & Collaborative Sessions**

- Attendees from the past conferences overwhelmingly requested additional time for structured networking both within their FJC Teams as well as with professional peers from across the state. The structure of Day 2 would be dedicated to facilitating this collaboration, information sharing, and structured networking.

- Both days may include breakout sessions and structured activities aimed at specific areas of discipline (e.g. Law Enforcement, Courts/Prosecution, Advocacy, and Leadership)

**Note that format, tracks, and topic areas may change given survey and meeting feedback during planning process.**

***List the expenses associated with hosting the sessions. If personnel costs are included in your application's budget, explain if personnel on the grant will be current staff, contracted staff, volunteers, speakers, etc. Include job descriptions as necessary.***

OFS will request one 25 hour per week part-time employee to plan and manage logistics of the statewide conference. OFS will also assign 1-2 interns as needed to support the employee with event planning for the conference. OFS may also consider reassigning some duties of Metro-funded staff to support conference planning for this short period.

For the conference itself, costs were calculated with GSA rates and assumed that there will be approximately 20 FJC Directors (directors and leadership staff) attending the Leadership Retreat and main conference for 4 total conference days at a cost of approximately \$20,000 breakfast, lunch, and lodging included; a maximum of 100 other attendees for 2 conference days at a cost of approximately \$52,000 with breakfast, lunch, and lodging included; the approximate cost for a venue for 3 days is \$5500; and national speakers requested for the training will ideally be from national TTA providers and require minimal reimbursement aside from travel and lodging expenses at \$9,000. We have requested a small amount of supplies and printing to provide some printed materials for the conference while allowing online access to speaker materials to save cost and resources.

Per [Metro policy](#) (R4.12.060.05 in the linked document), all venue expenses for the subcontract will be considered sole source and approval to use sole source will be obtained from OCJP.

***What is the expected cost of the conference to participants? Explain which expenses are expected to be covered by the host agency and which expenses would be covered by participants.***

### 1. Cost for Dinner & Mileage Only:

- The grant budget would cover breakfast and lunch for all participants.
- The only potential cost of the conference to participants should be:
  - Mileage (the longest possible distance of travel across the state is a max mileage cost of \$281. GSA Mileage reimbursement is 0.56/mile) and
  - Dinner per diem (\$26-36 for Days 1 & 2 + \$44 for travel day, depending on location)
  - **This would put an absolute max cost to any participant at \$687 which should be fully reimbursable costs per their grants.**

### DATA COLLECTION

*Describe the data collection procedure you will undertake to collect and report the outputs and outcomes of the conference. E.g. stakeholder questionnaires, surveys, etc.*

Data will be collected to both inform the conference's planning and to evaluate its success. The data will be collected in several formats via the following processes:

- **Planning Survey for FJC and MDT/CCR Team Leadership**
  - To help with making the conference impactful for participants, data on training, technical assistance, and other support needs will be collected via a targeted survey
- **FJC Directors Meeting**
  - A meeting will be convened, either in-person or virtually, with all FJC Directors for the purpose of gathering feedback and input on agenda, topics, and speakers for both the General Conference and Director's Retreat.
  - Directors will also be asked to gather any suggestions or input from their MDT/CCR Teams to present at this meeting.
- **Registration Form**
  - In addition to collecting default information like names, addresses and contact details of attendees, our registration form will also collect data on the attendee's:
    - Goals for attending the conference
    - Questions or concerns that they hope will be addressed throughout the conference
- **Pre-Conference Survey**
  - This survey will be distributed to all conference registrants and used to gather data on:
    - Pre-conference knowledge levels and understanding of topics
    - Community-specific needs and challenges regarding training topic areas (e.g. status of Firearm Disposition within the attendee's community and areas of support needed to advance efforts.)
- **Individual Session Evaluations**
  - Training evaluations will be distributed to all attendees for each training session to secure feedback regarding the speakers and training topics.
  - These evaluations will include the feedback required to complete OCJP's Annual Training Survey Outcome Report
- **FJC Director's Retreat Evaluation**
  - Overall evaluation of and feedback regarding the Day 1 FJC Director Retreat
  - These evaluations will include the feedback required to complete OCJP's Annual Training Survey Outcome Report
- **Post-Conference Survey & Evaluation**

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- The Post-Conference survey will include questions on knowledge level to compare to the Pre-Conference Survey as well general satisfaction questions to determine satisfaction levels and feedback on the conference as a whole.
- These evaluations will include the feedback required to complete OCJP's Annual Training Survey Outcome Report

## **INTENDED OUTPUTS**

*Describe the intended outputs of the project. Outputs are what an agency accomplishes through the activities described above and by utilizing the inputs to which the agency has access. Outputs for this project would include the number of participants and their professional affiliations, the number of sessions provided, number of planning meetings held with OCJP, etc.*

- **Provide a two-day conference** to 100 general conference attendees and 20 FJC directors/leadership staff, including:
  - Family Justice Center Personnel
  - Staff from agencies specializing in domestic violence, sexual assault, and/or other direct services to victims of interpersonal violence
  - Multi-disciplinary Coordinated Community Response Team Partners including, but not limited to:
    - Law enforcement agencies,
    - Prosecutor's offices, and other disciplines with a criminal justice or victim service role
    - Civil Legal Service Providers
    - Medical and Mental Health Providers
- **Provide a 1.5-day leadership retreat** to Directors and leadership from each of Tennessee's 13 Family Justice Centers and any emerging or new centers at time of conference.
- **Provide 12 individual training sessions or experiential activities** during the three total conference days, including Keynote sessions.
- **Provide resource packets for each conference attendee**, including slides, references, and other supporting documents for each training session to enrich participant experience and provide reference and resources for follow-up and implementation post conference.
- **Meeting with OCJP Monthly** for the duration of the grant, for a minimum of four total planning meetings.

## **INTENDED OUTCOMES**

*Describe the intended outcomes of the project. Outcomes should describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be measurable based upon a set of defined criteria. Project outcomes should tie back to your goals and objectives and answer what the impact of the project will be. **See also training survey outcomes required as detailed in 5.1.1 of the Solicitation packet.***

- **Goal:** Increase the capacity of multi-disciplinary teams in Tennessee to ensure safety for victims served by Family Justice Centers and bring about accountability for their abusers.

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- **Intended Outcome:** 60% of attendees identify at least one idea, model, or tool presented at the Conference that they will implement within their community.
  - Evaluation Question to Capture Outcome Data: What is one thing you plan to implement with the information you received from the conference?
- **Objective:** Provide meaningful training and technical assistance opportunities which meet the unique needs of participants.
- **Outcome Data Captured Via Individual Session and Overall Evaluation Results from all attendees:**
  - These evaluations will include the feedback required to complete OCJP's Annual Training Survey Outcome Report
    - **90% of participants agree or strongly agree** - This training session had a clearly defined purpose.
    - **90% of participants agree or strongly agree** - I feel that I learned a great deal in this training session.
    - **90% of participants agree or strongly agree** - I will apply what I learned back on my job.
    - **90% of participants agree or strongly agree** - I am satisfied with the training I received.
    - **60% of participants identify at least one chief benefit-** What were identified by the participants as the chief benefits of this training session?
  - Additional narrative evaluation questions used to measure the outcome of this objective:
    - After reviewing the materials presented at the conference, were you provided with substantive information?
    - Which session was most relevant to your work?
- **Objective:** Provide participants with meaningful opportunities for collaboration, development, and community-building.
- **Intended Outcome:** 80% of participants agree or strongly agree with the following evaluation questions.
- **Evaluation Question to Capture Outcome Data:**
  - I feel the conference provided me ample opportunities for networking and strengthening my professional relationships with my peers from other communities.
  - I feel the conference provided ample opportunities and encouragement for community-building and strengthening professional collaboration with my own team members and/or partners who attended from my community.
  - I feel the conference provided helpful resources on developing and/or strengthening the coordinated community response and collaboration efforts in my agency and community.
  - I feel the conference provided ample opportunities and encouragement to make connections and build professional relationships with professionals from other jurisdictions

<b>GRANT BUDGET</b>				
<b>AGENCY NAME: Metro Nashville Office of Family Safety</b>				
<b>FUND SOURCE: Office of Criminal Justice Programs</b>				
<b>SOLICITATION IDENTIFICATION TITLE: Family Justice Center Symposium</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: 12/01/2023 END: 06/30/2024</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$26,000.00	\$0.00	\$26,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$9,000.00	\$0.00	\$9,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$3,500.00	\$0.00	\$3,500.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$79,500.00	\$0.00	\$79,500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$118,000.00</b>	<b>\$0.00</b>	<b>\$118,000.00</b>

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

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

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Metro Nashville Office of Family Safety

FUND SOURCE: Office of Criminal Justice Programs

SOLICITATION IDENTIFICATION TITLE: Family Justice Center Symposium

<b>SALARIES, BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1:Conference Coordinator Salary and Benefits estimated at \$26,000, (part-time position at 25 hours per week, \$25 per hour for 5 months with benefits)	\$26,000.00
If the Office of Family Safety is unable to fill this position with a qualified candidate in a timely manner, or if there are any unused funds in this category, these funds will be devoted to covering any overtime accrued my metro-funded employees devoting their time to conference planning and coordination.	
<b>TOTAL</b>	<b>\$26,000.00</b>

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Amount to pay for travel, lodging and GSA per diem for any presenters requiring compensation or accommodation. Presenters include local and statewide subject-matter experts, and regional and national training and technical assistance providers.	\$9,000.00
<b>TOTAL</b>	<b>\$9,000.00</b>

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
Supplies: <i>Conference printed materials, conference supplies and associated equipment</i>	\$3,500.00
<b>TOTAL</b>	<b>\$3,500.00</b>

<b>TRAVEL, CONFERENCES &amp; MEETINGS</b>	<b>AMOUNT</b>
Training and Conferences Attended by FJC Agency Staff & Partners: this calculation is based on an estimated 20 FJC director/leadership staff attending 1 four days and approximately 100 FJC leaders, staff, and partners attending 2 conference days with all meals and lodging included, (including at least 5 OFS Staff as hosts and facilitators). As needed, travel costs for presenters may also be paid from this line item.	\$74,000.00
Meeting room rental: Montgomery Bell Conference Center rental or equivalent location of approximately \$1275 per day	\$5,500.00
<b>TOTAL</b>	<b>\$79,500.00</b>



## Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
  - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Certifications and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
  - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the Grant Application.

**Instructions for Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participation agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS  
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)**

- (1) The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**Name and Title of Authorized Official:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of  
1 Public Square, Suite 100  
Nashville, TN 37201

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

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

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** \_\_\_\_\_  
**Certifying Designee's Title:** \_\_\_\_\_  
**Certifying Designee's Address:** \_\_\_\_\_

***Please complete all certifications, print them, and then sign & date each certification***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

**CERTIFICATION REGARDING LOBBYING**

(PAGE 1 OF 2)

**CERTIFICATION REGARDING LOBBYING**

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

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

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

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal grant, or cooperative agreement over \$100,000 as defined at CFR Part 69.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (2) If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ **(Type N/A if not applicable)** complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**Name and Title of Authorized Official:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of  
1 Public Square, Suite 100  
Nashville, TN 37201

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

**CERTIFICATION REGARDING LOBBYING**

(PAGE 2 OF 2)

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

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:** \_\_\_\_\_  
**Certifying Designee's Title:** \_\_\_\_\_  
**Certifying Designee's Address:** \_\_\_\_\_  
**Certifying Designee's Address:** \_\_\_\_\_

***Please complete all certifications, print them, and then sign & date each certification***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

## CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

**TENNESSEE CERTIFICATION OF COMPLIANCE  
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS  
FOR SUBGRANTS ISSUED BY  
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS**

**INSTRUCTIONS:** Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #3. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #3 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

**Agency Name:** Metropolitan Government of Nashville and Davidson County    **Project Director's Name:** Diane Lance  
**Agency Address:** 1 Public Square, Suite 1001    **Project Director's Phone:** 615.880.8173  
**Grant Project Title:** FY2024 State FVS Award  
**Grant Start Date:** 12/01/2023    **Grant End Date:** 06/30/2024  
**Grant Duration:** 7 Months    **Grant Amount:** 118,000

**I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:**

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this agency will maintain data (and submit when required) to ensure that:
  - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
  - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
  - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also 2000 Executive Order #13166).
  - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.
  
2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
  - a. Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - b. Victims of Crime Act (42 U.S.C. § 10604(e));
  - c. Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
  - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
  - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
  - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
  - j. Violence Against Women Act (VAWA) of 1994, as amended, 42 U.S.C. § 13925(b)(13)

**CERTIFICATION OF CIVIL RIGHTS COMPLIANCE  
(PAGE 2 OF 2)**

3. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to the grant award beginning date**, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

**Name:** LaToya Townsend      **Title:** Deputy Director of ODevelo      **Phone:** 615-862-5159

**Address:** 610 Murfreesboro Pike **City & State:** Nashville, TN      **Zip Code:** 37210

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

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

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

***Please complete all certifications, print them, and then sign & date each certification***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

**TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING**

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit [www.USASpending.gov](http://www.USASpending.gov).

**Executive Compensation Reporting:** FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; **and**
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; **and**
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to **complete the remainder of the Certification**.

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

**EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY**

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:
N/A	N/A	N/A



**CERTIFICATION REGARDING FFATA**

(PAGE 2 OF 2)

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

**Name and Title of Authorized Official:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

**Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification. **(Please click the box to the left)**

**Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: **(Please check the box to the left & provide an explanation below)**  
**Explanation:**

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

**Certifying Designee's Address:**

**Certifying Designee's Address:**

***Please complete all certifications, print them and then sign & date each certification.***

\_\_\_\_\_  
Authorized Signature of the Applicant Agency:

\_\_\_\_\_  
Date:

**Requirement to report actual or imminent breach of  
Personally Identifiable Information (PII)**

The grantee agrees to assist Office of Criminal Justice Programs in complying with OMB Circular A-130.

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OCJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Name and Title of Authorized Official:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of Nashville & Davids

\_\_\_\_\_  
Authorized Signature of the Applicant Agency

\_\_\_\_\_  
Date



**Tennessee Department of Finance and Administration**

Office of Criminal Justice Programs

312 Rosa Parks Ave, Ste. 1800

Nashville, TN 37243-1102

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**High-Risk Designation Certification**

The Office of Criminal Justice Programs (OCJP) subrecipients of Department of Justice (DOJ) funds are required to disclose whether the subrecipient is designated "high risk" by a federal grant-making agency. If the subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, **the subrecipient must disclose that fact and certain related information to Office of Criminal Justice Programs (OCJP) by emailing the Program Manager.**

For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and
4. The reasons for the high-risk status, as set out by the federal awarding agency.

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

**Name and Title of Authorized Official or Designee:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of Nashville

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Authorized Signature of the Applicant Agency or Designee

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Date

**CERTIFICATION REGARDING NON-SUPPLANTING**

**NON-SUPPLANTING CERTIFICATION**

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

**Name and Title of Authorized Official:** Freddie O'Connell, Mayor

**Name and Address of Authorizing Agency:** Metropolitan Government of Nashville & Davidso  
1 Public Square, Suite 100  
Nashville, TN 37201

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace State or local funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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

**NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):**  
*(Please click & complete the name, title, & address form field text boxes below, if applicable)*

**Certifying Designee's Name:**

**Certifying Designee's Title:**

**Certifying Designee's Address:**

**Certifying Designee's Address:**

***Please complete all certifications, print them, and then sign & date each certification***

---

Authorized Signature of the Applicant Agency:

---

Date:

**Certificate Of Completion**

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Source Envelope:

Document Pages: 46

Signatures: 7

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelope Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

**Record Tracking**

Status: Original

Holder: Juanita Paulson

Location: DocuSign

10/18/2023 4:25:44 PM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

**Signer Events****Signature****Timestamp**

Ernest Franklin

Ernest.Franklin@nashville.gov

Security Level: Email, Account Authentication (None)



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Viewed: 10/19/2023 7:21:47 AM

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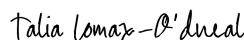
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Talia Lomax-O'dneal

talia.lomaxodneal@nashville.gov

Dep Dir of Finance

Security Level: Email, Account Authentication (None)



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ID: 7b947393-1d5d-44de-94b3-94a8e3dfbbc1

Kevin Crumbo/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)



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Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication (None)



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Using IP Address: 170.190.198.185

Signer Events	Signature	Timestamp
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Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)



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Signed using mobile

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

**COPIED**

Sent: 10/25/2023 11:00:51 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

**COPIED**

Sent: 10/25/2023 11:00:52 AM

**Electronic Record and Signature Disclosure:**  
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/25/2023 11:00:38 AM
Signing Complete	Security Checked	10/25/2023 11:00:49 AM
Completed	Security Checked	10/25/2023 11:00:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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