

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/20/26

Resolution Ordinance

Contact/Prepared By: M. Park

Date Prepared: _____

Title (Caption): 2026 MNPD Wellness Grant

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: Police Requested By: Police

Affected Department(s): ALL Affected Council District(s): ALL

Legislative Category (check one):

- Bonds
- Budget - Pay Plan
- Budget - 4%
- Capital Improvements
- Capital Outlay Notes
- Code Amendment
- Condemnation

- Contract Approval
- Donation
- Easement Abandonment
- Easement Accept/Acquisition
- Grant
- Grant Application
- Improvement Acc.

- Intergovernmental Agreement
- Lease
- Maps
- Master List A&E
- Settlement of Claims/Lawsuits
- Street/Highway Improvements
- Other: _____

<p>FINANCE Amount +/-: \$ <u>\$ 59,991.00</u></p> <p>Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources</p>	<p>Match: \$ <u>\$ 0.00</u></p> <p>Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____</p>
<p>Approved by OMB: <u>Aaron Pratt</u></p> <p>Approved by Finance/Accounts: _____</p> <p>Approved by Div Grants Coordination: <u>Juanita Paulsen</u></p>	<p>Date to Finance Director's Office: _____</p> <p>APPROVED BY</p> <p>FINANCE DIRECTOR'S OFFICE: _____</p>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Department of Law - White Copy Administration - Yellow Copy Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: 2026 MNPJ JAG Wellness Grant 26-27

Department: POLICE DEPARTMENT

Grantor: U S DEPARTMENT OF JUSTICE - BJA

**Pass-Through Grantor
(If applicable):** TENN. DEPT. OF FIN. & ADMIN. OCJP

Total Award this Action: \$59,991.00

Cash Match Amount \$0.00

Department Contact: Capt. Kelly Cantrell
880-2850

Status: NEW

Program Description:

This new grant will enable MNPJ to provide CISM/ICISF certification to peer supporters, staff and auxiliary chaplains, and other key personnel involved in supporting officer wellness during and after critical incidents. By equipping these individuals with specialized, statute-recognized training, the Department will enhance its capacity to provide confidential, ultimately strengthening its support network for both sworn and civilian members.

Plan for continuation of services upon grant expiration:

N/A

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
POLICE DEPARTMENT	031	Capt. Kelly Cantrell				880-2850	
Grant Name:		2026 MNPD JAG Wellness Grant 26-27					
Grantor:		U S DEPARTMENT OF JUSTICE - BJA				Other:	
Grant Period From:	01/01/26	<small>(applications only)</small> Anticipated Application Date:					
Grant Period To:	12/31/26	<small>(applications only)</small> Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:	TENN. DEPT. OF FIN. & ADMIN. OCJP	Outside Consultant Project: <input type="checkbox"/>					
Award Type:	COMPETITIVE	Total Award:		\$59,991.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	16.738	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>This new grant will enable MNPD to provide CISM/ICISF certification to peer supporters, staff and auxiliary chaplains, and other key personnel involved in supporting officer wellness during and after critical incidents. By equipping these individuals with specialized, statute-recognized training, the Department will enhance its capacity to provide confidential, ultimately strengthening its support network for both sworn and civilian members.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
Program costs will be absorbed into the MNPD operating budget							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund		Business Unit	
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		45.90%		Indirect Cost of Grant to Metro:		\$27,535.87	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor:	
						\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

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	FY26	\$25,000.00						\$25,000.00	\$11,475.00	\$0.00
Yr 2	FY27	\$34,991.00						\$34,991.00	\$16,060.87	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$59,991.00	\$0.00	\$0.00	\$0.00		\$0.00	\$59,991.00	\$27,535.87	\$0.00
Date Awarded:				12/18/25	Tot. Awarded:		\$59,991.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov



Resolution No. _____

A resolution accepting the Edward Byrne Memorial Justice Assistance Grant (JAG) from the Tennessee Office of Criminal Justice Programs to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to support Critical Incident Stress Management (CISM) and International Critical Incident Stress Foundation (ICISF) training to peer supporters, chaplains, and ancillary support staff.

WHEREAS, the Tennessee Office of Criminal Justice Programs has awarded the Edward Byrne Memorial Justice Assistance Grant (JAG) in an amount not to exceed \$59,991.00 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to support Critical Incident Stress Management (CISM) and International Critical Incident Stress Foundation (ICISF) training to peer supporters, chaplains, and ancillary support staff; and;

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

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

Section 1. That the Edward Byrne Memorial Justice Assistance Grant (JAG) by and between the Tennessee Office of Criminal Justice Programs, in an amount not to exceed \$59,991.00, and the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to support Critical Incident Stress Management (CISM) and International Critical Incident Stress Foundation (ICISF) training to peer supporters, chaplains, and ancillary support staff, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Nashville Police Department based on revenues estimated to be received and any match to be applied.

Section 3 That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan
Assistant Metropolitan Attorney

Member(s) of Council



December 19, 2025

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

Dear Mayor Connell:

Enclosed is the contract for your FY2026 JAG award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **February 17, 2026**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: 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") form (accessible through the Edison Supplier portal).

Your Program Manager is Laura Vermillion. For questions or assistance regarding this contract, please contact Laura Vermillion, at (629)253-5892, or email Laura.Vermillion@tn.gov.

Sincerely,

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

Jennifer Brinkman
Director

cc: Heidi Bennett, Behavioral Health Director
File

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams, Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: December 9, 2025

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed contract under a DGA for processing and entering into Edison.

Grant Award Type: **JAG**

DGA #: **77222 - BJA (06/30/2029)**

Authorized Agency: **Metropolitan Government of Nashville and Davidson County**

Edison ID#: **NEW**

County Location: **19000**

Category #: **JAG Innovations in Criminal Investigations 92000000 Law Enforcement Services (Including Process Server Services)**

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This grant includes indirect costs: Yes No

This is a VOCA grant that contains a Match Waiver: Yes No

For questions or assistance regarding this contract, please contact **Laura Vermillion** at Laura.Vermillion@tn.gov or (629)253-5892.

OBF Initial Reviewer:

STATE AGENCIES ONLY	
<u>Match Source (select all that apply):</u>	
<input type="checkbox"/> Cash	<input type="checkbox"/> In-kind
<input type="checkbox"/> Miscellaneous Appropriations	
<u>Positions (if applicable):</u>	
Number of Full-time: _____	Number of Part-time: _____
POST OBF PROCESSING:	
<u>Signed Grant Contract Attached to Edison DGA Transactional Page:</u>	
Attached By (Initials): _____	Date Attached: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 1/1/2026		End Date 12/31/2026		Agency Tracking # -	Edison ID NEW
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison Vendor ID 4
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 16.738			
		Grantee's fiscal year end June 30			
Service Caption (one line only) JAG, Training					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY26-FY27	\$0.00	\$59,991.00			\$59,991.00
TOTAL:	\$0.00	\$59,991.00			\$59,991.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: 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>		
Speed Chart FA00003678		Account Code 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 the improvement of the criminal justice system and victim services as required by the Bureau of Justice Assistance (BJA)

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 Bureau of Justice Assistance (BJA) program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. The following activities will be conducted with Edward Byrne Memorial Justice Assistance Grant (JAG) funding:
 - a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the JAG fund source 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 JAG per the OCJP Grants Manual.
 - c. Any change in terms or conditions will require a contract amendment.

- 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.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 1/1/2026 ("Effective Date") and extend for a period of Twelve (12) 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 Fifty Nine Thousand Nine Hundred and Ninety One Dollars (\$59,991.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2026-2027 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

- 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 Central Procurement Office Policy Statement 2013-007 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:

Laura Vermillion, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Laura.Vermillion@tn.gov
Telephone # (629)253-5892

The Grantee:

Heidi Bennett, Behavioral Health Director
Metropolitan Nashville Police Department
600 Murfreesboro Pike P.O. Box 196399
Nashville, Tennessee 37219-6399
Email: heidi.bennett@nashville.gov
Telephone # (615)862-7887

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. As applicable, 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—200.327 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 ten thousand dollars (\$10,000.00).
- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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

- 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 Grantee'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. Monitoring Sub-Contractors.

- (a) The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- (b) The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- (c) The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

E.6. Suspension of Payment.

- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract;
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State; or
 - iii. Grantee's failure to comply with any terms or Sections of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- a. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to it, including the termination of this Grant Contract for convenience or for cause as provided in Section.

E.7. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

Freddie O'Connell, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
2026 MNPD Wellness Grant**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



John Drake
Chief of Police

12-18-25

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Jenneen Reed, Director
Department of Finance

2/26/2026 | 1:21 PM CST

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

2/27/2026 | 9:06 AM CST

Date

**APPROVED AS TO FORM AND
LEGALITY:**



Metropolitan Attorney

2/27/2026 | 8:40 AM CST

Date

Freddie O'Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

Instructions for Completing the Special Conditions

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

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify whom will complete the Special Conditions documents, the Authorized Official or their Designee, The Project Director, and the Financial Director:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include board minutes or government charter/resolution or nonprofit bylaws that clearly define that the Board/Governing Body has selected the proposed designee, that it is understood that the designee is signing legal documents on behalf of the agency and binding the agency by signature to the documents signed, and a copy of the policies and procedures that pertain to delegating signatory authority. A new packet must be completed once a new Authorized Official takes office unless the designation is made by City or County charter/resolution or nonprofit bylaws. See the Grants Manual Chapter II. Achievement of Operational Status: E. Authorized Official Section for more details.**
 - When the Designee's is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee's.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee, the Project Director, and the Fiscal Director to check the box(s) indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: FINANCE AND ADMINISTRATION, TENNESSEE DEPARTMENT OF
312 ROSA L PARKS AVE

City, State and Zip: NASHVILLE, TN 37243

Recipient UEI: TYNGLMVMDVM3

Project Title: FFY2023 - JAG - State of
Tennessee

Award Number: 15PBJA-23-GG-03032-MUMU

Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation

Federal Award Amount: \$5,927,225.00

Federal Award Date: 9/22/23

Awarding Agency: Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

16.750 - Support for Adam Walsh Act Implementation Grant Program

Project Period Start Date: 10/1/22

Project Period End Date: 9/30/26

Budget Period Start Date: 10/1/22

Budget Period End Date: 9/30/26

Project Description:

The Office of Criminal Justice Programs (OCJP), which is located within the Tennessee Department of Finance and Administration, continues to serve as the State Administrative Agency (SAA) for the Edward Byrne Justice Assistance Grant (JAG) Program in Tennessee. For over two decades the Byrne Program has provided a vehicle for pilot development of new criminal justice programs in the State of Tennessee.

The Byrne Justice Assistance Grant assists the Office of Criminal Justice Programs in carrying out a multi-faceted response to crime and victimization in Tennessee by supporting the improvement of the infrastructure of the criminal justice system, by enabling innovation, and by funding new ideas and strategies to combat crime. Tennessee's implementation of this program is designed to adapt as changes occur to the system.

The JAG program provides Tennessee critical funding to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, crime victim/witness initiatives, and planning, evaluation, and technology improvement programs.

Award Letter

September 22, 2023

Dear Eugene Neubert,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by FINANCE AND ADMINISTRATION, TENNESSEE DEPARTMENT OF for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation. The approved award amount is \$5,927,225.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

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

Recipient Information

Recipient Name

FINANCE AND ADMINISTRATION, TENNESSEE
DEPARTMENT OF

UEI

TYNGLMVMDVM3

Street 1

312 ROSA L PARKS AVE

Street 2

City

NASHVILLE

State/U.S. Territory

Tennessee

Zip/Postal Code

37243

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03032-MUMU

Supplement Number

00

Federal Award Amount

\$5,927,225.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

16.750

Support for Adam Walsh Act Implementation Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

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

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13964682

Grant Manager Name

Yolaine Faustin

Phone Number

[202-353-1720](tel:202-353-1720)

E-mail Address

Yolaine.Faustin@usdoj.gov

Project Title

FFY2023 - JAG - State of Tennessee

Performance Period Start**Date**

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The Office of Criminal Justice Programs (OCJP), which is located within the Tennessee Department of Finance and Administration, continues to serve as the State Administrative Agency (SAA) for the Edward Byrne Justice Assistance Grant (JAG) Program in Tennessee. For over two decades the Byrne Program has provided a vehicle for pilot development of new criminal justice programs in the State of Tennessee.

The Byrne Justice Assistance Grant assists the Office of Criminal Justice Programs in carrying out a multi-faceted response to crime and victimization in Tennessee by supporting the improvement of the infrastructure of the criminal justice system, by enabling innovation, and by funding new ideas and strategies to combat crime. Tennessee's implementation of this program is designed to adapt as changes occur to the system.

The JAG program provides Tennessee critical funding to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, crime victim/witness initiatives, and planning, evaluation, and technology improvement programs.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

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

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

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

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

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

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

3

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

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

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

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

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award

supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

5

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

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

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

6

Requirement for data on performance and effectiveness under the award

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

7

Compliance with DOJ Grants Financial Guide

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

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

9

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

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

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

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

10

Effect of failure to address audit issues

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

11

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

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

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

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

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

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

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

12

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

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

13

Requirements related to "de minimis" indirect cost rate

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

14

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

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

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

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

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

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

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

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

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

17

Potential imposition of additional requirements

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

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

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

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

19

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

20

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

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

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

21

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

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

22

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

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. 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.

23

Encouragement of policies to ban text messaging while driving

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

24

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

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

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

25

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

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

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

26

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

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

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

27

Requirement to report potentially duplicative funding

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

28

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

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

misconduct.

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

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

29

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

30

Restrictions on "lobbying"

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

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

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

31

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

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

(currently, "FAPIS").

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

32

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press

releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

37

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

41

FFATA reporting: Subawards and executive compensation

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

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

42

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To

ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

43

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

48

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

49

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

50

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

51

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

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

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

52

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the

award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

54

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

55

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply

with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

56

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

58

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

59

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

60

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

61

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

62

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

63

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

64

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

65

The recipient may not expend or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/19/23 8:35 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Deputy Commissioner

Name of Authorized Entity Official

Eugene Neubert

Signed Date And Time

10/24/2023 11:08 AM

Name and Title of Authorized Official:

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

Certifying Designee's Address:



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

Name, Title

Date

Project Director



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

Name, Title

Date

Financial Director



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

Name, Title

Date

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: _____

Name and Address of Authorizing Agency: _____

"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:



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

January 20, 2026

Laura Vermillion, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, TN 37243

Ms. Vermillion,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] 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." We provide this correspondence as a way of explanation. It does not constitute an amendment to the grant.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant. Subsequently, the CDC paid all grants in full. Metro interprets that to be a rescission of the termination for cause.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Cross".

Thomas Cross, Deputy Director of Law
Metropolitan Government of Nashville and
Davidson County

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 that \$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: _____

Name and Address of Authorizing Agency: _____

"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:**Project Director's Name:****Agency Address:****Project Director's Phone:****Grant Project Title:****Grant Start Date:****Grant End Date:****Grant Duration:****Grant Amount:****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: _____ **Title:** _____ **Phone:** _____
Address: _____ **City & State:** _____ **Zip Code:** _____

"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.

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:

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:

Name and Address of Authorizing Agency:

"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:

Name and Address of Authorizing Agency:

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

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:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency or Designee

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:

Name and Address of Authorizing Agency:

"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.

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:

Scope of Services/Project Narrative Justice Assistance Grant

EQUIPMENT GRANT

PROBLEMS FOR INTERVENTION AND EQUIPMENT NEEDS TO BE IMPROVED

What is the area this equipment will be used for and how will it help? Examples: General patrol, undercover investigations, crime lab, court room technology, equipment for satisfying PREA requirements, etc. "Will be used in general patrol to document misdemeanor and felony vehicle stops".

N/A

List any specific problems you are having with your current equipment:

N/A

ACTIVITIES

Give a timeline including purchase date, date equipment is expected to arrive and date it will be deployed.

N/A

INPUTS

Is your agency TIBRS compliant?

Yes

Describe each and every piece of equipment that you wish to purchase and the number of pieces of each.

N/A

List the cost of each piece of equipment.

N/A

List the title/position of the officer will benefit from desired equipment.

N/A

List the number of POST Certified/Sworn Officers on staff:

1557

List the number of TCI Certified Officers on staff if applicable:

0

TRAINING GRANT PROBLEMS FOR INTERVENTION AND TRAINING NEEDS TO BE IMPROVED

What is the area this training will be used for and how will it help?

From 2025 to the present, officers of the Metropolitan Nashville Police Department (MNPD) have faced an extraordinary and unprecedented series of stressors. These include the COVID-19 pandemic, a devastating tornado, civil unrest, the Christmas Day bombing, the unexpected passing of a sitting Deputy Chief, and multiple officer-involved shootings. By the time the tragic Covenant School Shooting occurred on March 27, 2023, the Department was already grappling with the cumulative toll of numerous critical incidents, challenges with recruitment and retention efforts, and mandated shifts. This level of sustained trauma created uncharted territory for the agency, who already had an established wellness program for decades. That program is the Behavioral Health Services' Professional Support Section (PWS). Recognized in 2019 by the Department of Justice as a national model for officer wellness, the Police Wellness Section (PWS) has sustained a robust and comprehensive program for nearly 40 years. In addition to responding to critical incidents—such as officer assaults, traumatic fatalities, and school shootings—PWS provides ongoing, high-level support to MNPD personnel. Services include 24/7 crisis intervention, individual and couples counseling, chaplaincy support, community death notifications, a 140-member peer support team embedded across the department, a mentoring program for academy recruits, support for retirees and military veterans, therapy dog services, and extensive training for officers and recruits on ethics and resiliency-building.

Regarding the critical incidents previously listed, it is critical to note that sworn officers were not the only personnel affected—civilian staff members, who hold vital roles within the Department, also felt the impact. These roles range from crime scene photographers and body-worn camera reviewers to mental health clinicians, peer supporters, and chaplains. Some of these individuals not only had to process these traumatic events themselves but also provided essential support services to the rest of the department.

As a large law enforcement agency with more than 2,000 employees (including civilian/professional support staff), MNPD had begun expanding its Professional Wellness Section (PWS) to better support its workforce several years ago. This included gradually increasing the number of trained peer supporters and chaplains. Peer support has proven to be an essential component of officer health and wellbeing, and both state and federal legislation—including initiatives in Tennessee—have increasingly endorsed the establishment of such programs for first responders.

From 2020 to 2022, MNPD's PWS successfully provided basic peer support training to well over 100 personnel, which was funded by the Law Enforcement Mental Health and Wellness Act (LEMHWA) grant. Due to the absence of a dedicated training budget, trainings since 2022 have relied on no-cost or low-cost opportunities as well as budget savings ever since. The passage of Tenn. Code Ann. § 24-1-204 further underscored the importance of public safety peer supporters by allowing specially trained first responders to offer confidential support without being compelled to testify about those communications. A subsequent amendment to this statute raised the bar for training requirements, mandating certification through recognized organizations such as the International Critical Incident Stress Foundation (ICISF), among others.

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

The initial LEMHWA grant also funded the CISM (Critical Incident Stress Management) /ICISF training of approximately 20 peer supporters and the train-the-trainer training for clinical supervisor Matt Ford, enabling him to continue this training internally. However, the remaining group—now numbering over 100—has yet to receive the required ICISF certification, due to lack of funding. The Covenant School Shooting (followed by the Antioch High School Shooting) further emphasized the critical role of trained auxiliary chaplains, who were instrumental in providing emotional and spiritual support at the school, in hospitals, at funerals, and in the days that followed. For those chaplains, it has become apparent that standardized training, support, and certification from their governing organization is necessary to help them better serve both officers and community members.

This new grant will enable MNPd to provide CISM/ICISF certification to peer supporters, staff and auxiliary chaplains, and other key personnel involved in supporting officer wellness during and after critical incidents. By equipping these individuals with specialized, statute-recognized training, the Department will enhance its capacity to provide confidential, effective care in accordance with Tenn. Code Ann. § 24-1-204, ultimately strengthening its support network for both sworn and civilian members.

This new grant would also provide a unique opportunity for the BHS/PWS Mental Health Clinicians to receive web-based training. The services provided by the Counseling Unit of the BHS/PWS are among the oldest and most nationally recognized practices within the department, having been the core support for police officers as well as for neighboring agencies since 1986. Available 24/7, the Counseling Unit offers crisis intervention and counseling to help police personnel navigate the emotional challenges of police work. Its long-standing presence reflects the department's commitment to officer wellness and resilience. However, training to become certified as a first responder clinician is increasingly becoming standard practice, and this counseling legacy practice within the Department has not been able to keep pace.

Finally, the grant will support training opportunities for all the Police BHS/PWS staff, enhancing their knowledge and skills to more effectively support the well-being of MNPd employees. Participation in specialized law enforcement conferences with tracks focused on officer health and wellness is essential for staying current on best practices, emerging trends and research, and innovative strategies. These opportunities enable staff to implement evidence-based approaches and/or current practices tailored to the unique challenges faced by law enforcement personnel. In summary, a healthier police department contributes to a healthier community, and this grant would afford the MNPd essential training needed to support personnel who serve the community.

Training will involve Online Training, In-state Training and Out-of-State Training:

Online Training:

There is a growing national demand for clinicians with specialized expertise in law enforcement, and MNPd's BHS Counseling Unit is a recognized leader in this area. As one of the oldest units of its kind, it has trained and mentored agencies across the country and recently presented at the International Association of Chiefs of Police (IACP) Conference on its response to the Covenant School shooting. While all eight licensed clinicians specialize in law enforcement mental health, they have not yet received formal certification as first responder clinicians—a credential that has become a standard in the field. Finally, web-based training is a cost-effective alternative to out-of-

state, on-site training. This section is meant for funding for an approved web based clinical program (example: Lexipol).

1. Web Based training and certification for 8 mental health clinicians

Grand Total for 8 attendees: \$5,992.00

In-State Trainings:

These trainings will be offered during the grant period to peer supporters, chaplains, and ancillary support staff whose roles are instrumental to supporting the health and wellness of MNPd. It is expected that approximately 196 individuals will benefit from this opportunity. These are consecutive 3-day trainings, with options to sign up for the dates that best accommodate schedules. Four offerings are necessary to accommodate police officers from various details who are also juggling numerous shift demands and mandates.

1. Training: CISM/ ICISF

Date: January 28th, 29th, & 30th, 2026

Time: 0800 – 1630

Number of Participants: Maximum 40

Location: Madison Precinct Community Room (400 Myatt Dr.)

Cost: \$2,216.00

2. Training: CISM

Date: February 10th, 11th, & 12th, 2026

Time: 0830 – 1700

Number of Participants: Maximum 40

Location: Hermitage Precinct Community Room (3701 James Kay Ln.)

Cost: \$2,217.00

3. Training: CISM

Date: April 13th, 14th, & 15th, 2026

Time: 0830 – 1700

Number of Participants: Maximum 40

Location: East Precinct Community Room (936 East Trinity Ln.)

Cost: \$2,216.00

4. Training: CISM

Date: May 19th, 20th, & 21st, 2026

Time: 0830 – 1700

Number of Participants: Maximum 40

Location: Hermitage Precinct Community Room (3701 James Kay Ln.)

Cost: \$2,217.00

5. Training: CISM (make-up, additional identified personnel)

Date & Location: TBD

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Time: 0830-1700 x 3 days
Number of participants: Maximum 36
Cost: \$2,000.00

Grand Total for all 4 CISM Trainings: \$10,866.00

The MNPD Chaplain Unit supports the department's mission by offering spiritual and pastoral care to MNPD staff, their families, and the wider community. To fulfill this role, the Unit oversees 40 volunteer chaplains who help carry out essential duties, including delivering death notifications to the community. In the past year, MNPD Chaplains provided 797 compassionate death notifications, many related to violence or tragic events. Training these 40 volunteers presents significant challenges, as many have full-time jobs or serve as pastors heavily engaged in church ministry on Sundays. Additionally, MNPD funds cannot be used to train volunteers who are not officially employed by the department. This grant would offer a unique opportunity to overcome these obstacles by providing training that leads to basic police chaplain certification through the ICPC, the foremost credentialing organization for police chaplains. The department plans to bring an ICPC-certified trainer to Nashville for a two-part training series on February 28 and April 18, 2025. This method is the most cost-efficient way to train all 40 chaplains while accommodating their scheduling constraints. The itinerary below provides a course description for each day:

Feb 28, 2026, Saturday (5 courses)

8:00am-9:30am CB01-Understanding Law Enforcement Chaplaincy
 9:45am-11:15am CB02-Law Enforcement Chaplaincy Basics
 11:15am-11:45am Lunch
 11:45am-1:15pm CB03-Legal Aspects of Chaplaincy
 1:30pm-3:00pm CB04-Law Enforcement Family
 3:15pm-4:45pm CB05-Responding to the Call-Out

April 18, 2026, Saturday (5 courses)

8:00am-9:30am CB06-Characteristics of Stress
 9:45am-11:15am CB07-Suicide
 11:15am-11:45am Lunch
 11:45am-1:15pm CB08-Department-Agency Incidents
 1:30pm-3:00pm CB09-Death Notification
 3:15pm-4:45pm CB10-Self-Care for the Chaplain

6. Training: Basic Certification by International Conference of Police Chaplains (ICPC) for 40 Volunteer Chaplains, Part One (Courses 1-5), Nashville, TN

(<https://www.icpcchaplains.org/home>)

Date: 2/28/26 (tentative)

ICPC Registration per course per chaplain: \$25 x 5 (courses) x 40 attendees

7. Training: Basic Certification by International Conference of Police Chaplains (ICPC) for 40 Volunteer Chaplains, Part Two, Nashville, TN

(<https://www.icpcchaplains.org/home>)

Date: 4/18/26 (tentative)

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ICPC Registration per course per chaplain: \$25 x 5 (courses) x 40 attendees

Grand Total for 40 attendees: \$11,298.00

Out-of-State Trainings:

To remain current on best practices and legislation in the evolving landscape of law enforcement health and wellness, ongoing training of the staff of Behavioral Health Division is essential. However, the Division currently operates with a zero-budget allocated for training, despite the critical and growing need. There are several training opportunities uniquely tailored to law enforcement wellness that could realistically fit within the grant period. These programs focus on mental health, stress management, resilience, peer support, and overall wellness, as well as the instruction of those topics—key modern law enforcement health initiatives.

The International Association of Chiefs of Police (IACP) Officer Safety and Wellness Conference directly addresses the dynamic and evolving challenges related to officer health and wellness. This conference has historically provided valuable insight and guidance to the Metropolitan Nashville Police Department (MNPd), offering innovative solutions that have positively influenced our navigation into wellness initiatives.

1. Training: IACP Officer Safety and Wellness Conference, New Orleans, LA

Date: March 6-8, 2026

(5 personnel)

The following information is only for estimates, as of 10/3/25 details and registration are still TBA on www.theiacp.org/OSWConference

Grand Total for 5 Attendees: \$10,735.00

The Fraternal Order of Police's (FOP) Wellness Summit and Wellness Professionals' Forum is designed specifically around officer wellness, with a forum for mental health clinicians specializing in serving law enforcement. This Summit has been the informational source for MNPd on topics such as peer support confidentiality issues and subsequent remedies, as well as vetted in-patient programs for officers who have endured extensive trauma. Finally, the FOP Summit provides an exceptional collaborative environment through networking opportunities, which is perhaps the greatest and most sustainable of all learnings.

2. Training: FOP Wellness Forum & Summit, Las Vegas Nevada

Date: March 29-31, 2026

(2 personnel)

The following information is only for estimates, as of 10/3/25 details and registration are still TBA on <https://fop.net/officer-wellness/training/2026-wellness-summit-and-wellness-professionals-forum/>

Grand Total for 2 Attendees: \$4,480.00

The ICPC Annual Training Seminar is the premier event for law enforcement chaplains committed to excellence in service and spiritual care. This is the best opportunity for 2 full-time staff chaplains to receive specialized training, engage in meaningful fellowship, and continue developing the skills that support your vital work within the agency and community.

3. Training: The International Conference of Police Chaplain's Conference

(www.icpcchaplains.org) Spokane, WA

Date: July 20-24, 2026 (2 staff members)

Grand Total for 2 Attendees: \$5,498.00

The International Association of Chiefs of Police (IACP) Annual Conference is the largest event with wide impact for the training of law enforcement professionals. The Wellness track is quite extensive and will offer a psychological services track as well as a Health and Wellness Track from presenters all over the world offering new insights and leading practices. Attached is the psychological track from IACP 2024 that is focused on the mental health of officers.

4. Training: The International Association of Chiefs of Police (IACP) Annual Conference

Date: October 24-27th, 2026 (2 staff members)

Grand Total for 2 Attendees: \$5,500.00

The National Conference on Law Enforcement Wellness and Trauma, sponsored by Concerns of Police Survivors ("COPS"), has become a leading support organization for law enforcement, providing vital tools to agencies on responding to critical incidents and how to support surviving co-workers. This conference inspired MNPD to provide wellness tools for its officers, such as the Cordico wellness app.

5. Training: The National Conference on Law Enforcement Wellness and Trauma

(<https://www.concernsofpolicesurvivors.org/national-conference>)

Date: November 5-8, 2026 (2 personnel)

Grand Total for 2 Attendees: \$5,622.00

Explain how this lack of training adversely affects your agency:

As previously mentioned, the MNPD Behavioral Health Services Division currently operates without a dedicated training budget. This lack of funding significantly limits the Division's ability to provide ongoing, relevant training for its staff—training that is essential to effectively support the wellness and mental health of MNPD officers and civilian staff as they face the challenges of working in a large city. Without consistent professional development, mental health clinicians, wellness officers, and other support personnel cannot advance or refine the skills needed to address the evolving psychological challenges that the department faces in the aftermath of traumatic events. The critical incidents Nashville has faced since 2020 have shown this to be true, as the needs and demands of the Department continue. Indeed, many agencies that have received training from BHS and its various components have since expanded and advanced their own

programs, while BHS—despite being responsible for officer wellness—has not experienced similar opportunities to grow.

The lack of CISM/ICISF training is an even more dire situation. A meeting between the Metro Legal Department and BHS/PWS supervisors in August of 2025 revealed that without the CISM/ICISF training, confidential communication between specially trained personnel and the officers and staff they support is legally vulnerable. This risk potentially compromises trust and undermines the mission to promote mental health and wellness across the department. Notably, confidentiality protections for trained first responders have faced legal challenges in other states, and MNPD personnel are increasingly aware of these developments. Ensuring CISM certification opportunities is not only a recommended strategy to reduce legal ramifications, but also essential to preserving the integrity and effectiveness of PWS of all the support BHS/PWS provides.

The purpose of the Behavioral Health Services Division is to support public safety personnel and the public by offering counseling, consultation, and educational resources to enhance personal understanding and build resilience. The absence of training not only hinders staff effectiveness but also compromises the Division’s ability to fulfill its core purpose. Inadequate training reduces the quality of care, thereby increasing the risk of untreated trauma progressing into more severe mental health issues—such as PTSD, depression, and substance misuse. Grant funding will help close this critical gap, ensuring that the Division is equipped with the latest tools and knowledge to meet the complex needs of those who serve on the front lines every day.

Activities

Give a timeline including identifying when the training will be held, who is responsible for putting on the training, etc.

The proposed training opens with four separate CISM/ ICISF training sessions will be offered, each spanning three consecutive days and taking place tentatively in January, February, April, and May of 2026. An additional training can take place in the Fall. The trainings will be led by Clinical Supervisor Matt Ford, LMFT, a certified ICISF trainer. He will be assisted by Christine Webb, LPC/MHSP, who is currently in the process of obtaining ICISF trainer certification. Overall oversight of the training program will be provided by Sergeant Shaun Heath. These trainings will be followed by a series of Conferences beginning in March to augment the knowledge of those staff members responsible for the support and the training of peer supporters, chaplains, and beyond.

January 28-30 th , 2026-	CISM/ICISF Training led by Matt Ford, Christine Webb, Sergeant Heath
February 10-12 th , 2026-	CISM/ICISF Training led by Matt Ford, Christine Webb, Sergeant Heath
February 28, 2026-	ICPC Training Day One led by ICPC
March 6-8 th , 2026-	IACP Officer Safety and Wellness Conference, New Orleans, LA
March 29-31 st , 2026-	FOP Wellness Forum & Summit, Las Vegas Nevada
April 13-15 th , 2026-	CISM/ICISF Training led by Matt Ford, Christine Webb, Sergeant Heath
April 18 th , 2026-	ICPC Training Day Two led by ICPC
May 19-21 st , 2026-	CISM/ICISF Training led by Matt Ford, Christine Webb, Sergeant Heath
July 20-24 th , 2026-	ICPC Conference, Spokane, WA

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Fall, 2026-	CISM Training- Add on for make-ups or additional identified individuals needing training, led by Matt Ford, Christine Webb, Sergeant Heath
October 24-27 th , 2026-	IACP Conference, Orlando, FL
November 5-8 th , 2026-	National Conference on Law Enforcement Wellness and Trauma("COPS"), San Diego, CA
Asynchronous Learning-	Web Based training and certification for 8 mental health clinicians

INPUTS

Is your agency TIBRS compliant?

YES

Describe in as much detail as necessary all training that will be attended/put on by your agency.

1. *Web Based Training* for 8 Clinicians. This training advances clinical capabilities of the police subculture, and addresses confidentiality, mandatory reporting, and other concerns specific to working with public safety personnel. Unlike other ethics trainings that mental health clinicians must undergo to maintain licensure, this training helps clinicians navigate complex legal and professional boundaries specific to first responder clientele.
2. *CISM/ICISF trainings* (5 trainings), to be held in January, February, April and May 2026 at Madison, East, and Hermitage Precincts. A 5th will be held later in the year. This training will afford up to 196 individuals the ability to be certified in Critical Incident Stress Management with the ICISF, which has been determined to be critical for safeguarding confidentiality as they support personnel. The training will be led by 2 in-house trainers, and a sergeant will oversee those trainings.
3. *The International Association of Chiefs of Police (IACP) Officer Safety and Wellness Conference*, March 6-8, 2026, New Orleans. 5 personnel will attend this conference, which has become a powerful source of information on current trends and best practices in wellness.
4. *The Fraternal Order of Police (FOP) Professionals' Forum and Wellness Summit*, March 29-31, 2026, Las Vegas. 2 personnel will attend the summit. The mission of the FOP is to support and advocate for law enforcement officers, offering attendees a unique perspective on various aspects of officer wellness. In addition, the Professionals' Forum provides mental health clinicians with an exceptional opportunity to network, collaborate, and learn from one another in a specialized setting focused on the needs of law enforcement professionals.
5. *Basic Certification by International Conference of Police Chaplains (ICPC)* for 40 Volunteer Chaplains. Nashville, TN (February 28 and April 18th, 2026) The ICPC curriculum will ensure chaplains meet recognized national and international standards and establish baseline competency.
6. *The ICPC Conference*, July 20-24th, 2026, Spokane. This Training Seminar is the premier event for law enforcement chaplains committed to excellence in service and spiritual care. This is the best opportunity for 2 full-time staff chaplains to receive specialized training, engage in meaningful fellowship, and continue developing the skills that support your vital work within the agency and community.
7. *The IACP Conference*, October 2024th, Orlando, FL. The International Association of Chiefs of Police (IACP) Annual Conference is the largest event with wide impact for the training of law enforcement professionals. The Wellness track is quite extensive and will offer a psychological services track as well as a Health and Wellness Track from presenters all

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over the world offering new insights and leading practices. Attached is the psychological track from IACP 2024 that is focused on the mental health of officers.

8. *The National Conference on Law Enforcement Wellness and Trauma*, sponsored by Concerns of Police Survivors (“COPS”), November 5-8th, San Diego. This “COPS” Conference has become a leading support organization for law enforcement, providing vital tools to agencies on responding to critical incidents and how to support surviving co-workers.

List the cost of each training:

1. *Web-based clinical training*- **\$5,992.00** for 8 mental health clinicians
2. *CISM/ICISF trainings*- **\$10,866.00** for trainings spread out over the course of the grant
3. *IACP/OSW*- **\$10,735.00** to send 5 personnel
4. *FOP*- **\$4,480.00** for 2 personnel
5. *ICPC Certification*- **\$11,298.00** for 40 chaplains over 2 Saturdays
6. *ICPC Chaplain Conference*- **\$5,498.00** to send to full-time chaplains
7. *IACP*- **\$5,500.00** to send 2 personnel
8. *National Conference on Law Enforcement Wellness and Trauma*(“COPS”)- **\$5,622.00** to send 2 personnel

Grand Total= \$59,991.00

List the title/position of the officers who will benefit from desired training.

Professional Wellness Section Lieutenant

Professional Wellness Unit Sergeants

Chaplain Unit Sergeant

Professional Wellness Unit Officer/ Mentoring Coordinator

Peer Supporters include 2 Police Inspectors, 3 Police Commanders, 3 Police Captains, 10 Police Lieutenants, 25 Police Sergeants, 3 Field Training Officers, 1 Police Detective, 18 Police Officers, 2 Sworn/Retirees, and several to be determined in the next round of new peer supporters.

List the number of POST Certified/Sworn Officers on staff:

BHS staff: 4

For the Department: 1557

List the number of TCI Certified Officers on staff if applicable:

0

GRANT BUDGET			
AGENCY NAME: Metro Nashville Police- Behavioral Health Services Division			
FUND SOURCE: JAG			
SOLICITATION IDENTIFICATION TITLE: Officer Wellness Training Grant			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 01/01/2026 END: 12/31/2026			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
Travel, Conferences & Meetings ²	\$59,991.00	\$0.00	\$59,991.00
Interest ²	\$0.00	\$0.00	\$0.00
Insurance ²	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Cost ²	\$0.00	\$0.00	\$0.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$59,991.00	\$0.00	\$59,991.00

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

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

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Metropolitan Nashville Police Department - Behavioral Health Services FUND SOURCE: JAG
 SOLICITATION IDENTIFICATION TITLE: Officer Wellness Training Grant

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Agency Staff: Online: <i>Web-based</i> clinical training	\$5,992.00
Training and Conferences Attended by Agency Staff: Out-of-State: <i>IACP OSW Conference; FOP Forum & Summit; ICPC Conference; IACP Conference; "COPS" Conf.</i>	\$31,835.00
Training and Conferences Implemented by Agency: In-state -- <i>CISM training and Certification, ICPC Chaplain Training & Certification</i>	\$22,164.00
TOTAL	\$59,991.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	15PBJA-23-GG-03032-MUMU
Federal award date	9/22/2023
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2022-9/30/2026
Subaward (Federal Award) Budget Period Start and End Date	10/1/2022-9/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.738;Byrne Memorial Justice Assistance Grant Program 2023
Grant contract's (Sub-Recipient) begin date	1/1/2026
Grant contract's(Sub-Recipient) end date	12/31/2026
Amount of federal funds obligated by this grant contract	\$59,991.00
Total amount of federal funds obligated to the subrecipient	\$59,991.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,927,225.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Training
Name of federal awarding agency	Bureau of Justice Assistance
Name and contact information for the federal awarding official	DOJ: Attorney General Pam Bondi 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Laura Vermillion Laura.Vermillion@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A