

## GRANT SUMMARY SHEET

**Grant Name:** Juv. Ct. 2021 Coronavirus Emergency Supplemental Funding Grant (CESF) 21-22

**Department:** JUVENILE COURT

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

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

**Total Award this Action:** \$50,205.00

**Cash Match** \$0.00

**Department Contact:** Shelley Hudson, Special Projects Program Manager  
862-8079


**Status:** NEW

**Program Description:**

Covid-19 funding to continue Juvenile Court's prevention, preparation, and response safety plan.

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

This service will not be continued when federally funding ends.

B.A. Initials 

5338

### 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	
JUVENILE COURT	026	Shelley Hudson, Special Projects Program Manager			862-8079		
<b>Grant Name:</b>	Juv. Ct. 2021 Coronavirus Emergency Supplemental Funding Grant (CESF) 21-22						
<b>Grantor:</b>	U.S. DEPARTMENT OF JUSTICE				<b>Other:</b>		
<b>Grant Period From:</b>	11/15/21	<small>(applications only)</small> <b>Anticipated Application Date:</b>					
<b>Grant Period To:</b>	06/30/22	<small>(applications only)</small> <b>Application Deadline:</b>					
<b>Funding Type:</b>	FED PASS THRU	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>	TENN. DEPT. OF FIN. & ADMIN.	<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$50,205.00			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	New Initiative	<b>Metro In-Kind Match:</b>		\$0.00			
<b>CFDA #</b>	16.034	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>	Covid-19 funding to continue Juvenile Court's prevention, preparation, and response safety plan.		<b>Applic. Submitted Electronically?</b>		<input type="checkbox"/>		
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
This service will not be continued when federally funding ends.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>	N/A	or	<b>% of Grant</b>	<b>Other:</b> <input type="checkbox"/>			
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>	no	<b>Fund</b>	<b>Business Unit</b>				
<b>Is not budgeted?</b>	\$0.00	<b>Proposed Source of Match:</b>					
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>	0.00	<b>Actual number of positions added:</b>		0.00			
<b>Departmental Indirect Cost Rate</b>	24.00%	<b>Indirect Cost of Grant to Metro:</b>		\$12,049.20			
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>% Allow.</b>	0.00%	<b>Ind. Cost Requested from Grantor:</b>		\$0.00 <b>in budget</b>		
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	\$50,205.00	\$0.00		\$0.00		\$0.00	\$50,204.56	\$12,049.20	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		<b>\$50,205.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$50,204.56</b>	<b>\$12,049.20</b>	<b>\$0.00</b>
<b>Date Awarded:</b>				10/29/21	<b>Tot. Awarded:</b>		\$50,205.00	<b>Contract#:</b>		
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)



October 29, 2021

John Cooper, City Mayor  
Metropolitan Government of Nashville and Davidson County 1  
1 Public Square, Suite 100, Mayor's Office  
Nashville, TN 372015007

Dear The Honorable John Cooper:

On behalf of the Department of Finance & Administration and the Office of Criminal Justice Programs, your FY2022 application submitted for the **CESF-JAG** entitled **FY22 CESF Equipment 1** has been *conditionally* approved for funding submitted on behalf of the **Davidson County Juvenile Court**.

Each proposal was reviewed by a team of professionals with expertise in the field of criminal justice. The review team worked diligently to address the most serious needs identified and distributed funding as equitably as possible. Congratulations on your successful application and grant award.

An OCJP Program Manager will be contacting you soon to discuss next steps in processing the grant award and contract. Please refrain from contacting OCJP until this time.

We look forward to working with you and encourage your participation in future opportunities with the Office of Criminal Justice Programs.

Sincerely,

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

Jennifer Brinkman  
Director

cc: Shelley Hudson, Special Projects Program Manager  
File

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
<b>Begin Date</b> 12/1/2021		<b>End Date</b> 6/30/2022		<b>Agency Tracking #</b> NA	
<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County					<b>Edison ID</b> 4
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA #:</b> 16.034			
		<b>Grantee's fiscal year end:</b> June 30			
<b>Service Caption</b> (one line only) CESF, FY22 CESF Equipment 1					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2022		\$50,205.00			\$50,205.00
<b>TOTAL:</b>		<b>\$50,205.00</b>			<b>\$50,205.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> FA00003333		<b>Account Code</b> County - 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION,  
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 Coronavirus Emergency Supplemental Funding, 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 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> and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- 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. Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The following activities will be conducted:

- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on the reports.

- b. The Grantee is responsible for, at minimum, annual reporting of output and performance measurement data on their projects to OCJP using the report form (s) that the Grantee will develop in conjunction with OCJP program staff.

- 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 12/1/2021 ("Effective Date") and extend for a period of Seven (7) months and Fifteen (15) days 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 Thousand Two Hundred Five Dollars (\$50,205.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2022, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration  
Office of Business and Finance  
Attention: Invoicing  
312 Rosa L. Parks Avenue, Suite 2000  
Nashville, TN 37243  
[OBF.Grants@tn.gov](mailto:OBF.Grants@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and 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 by this Grant Contract 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 Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. 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.
- 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:

Nathan Ward, Program Manager  
Department of Finance and Administration  
Office of Criminal Justice Programs  
312 Rosa L. Parks Avenue, Suite 1800  
Nashville, Tennessee 37243-1102  
Email: Nathan.Ward@tn.gov  
Telephone # (615) 253-9957

The Grantee:

Shelley Hudson, Special Projects Program Manager  
Davidson County Juvenile Court  
100 Woodland Street PO Box 196306  
Nashville, Tennessee 37219-6306  
Email shelleyhudson@jnsnashville.gov  
Telephone # (615) 862-8079

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee’s activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of

nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;



- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.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.

**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 or 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. 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 FFATA requirements, including but not limited to those below, 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 its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.5. 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.6. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract

and shall destroy all records of such PII.

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

**IN WITNESS WHEREOF,**

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

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**GRANTEE SIGNATURE**

**DATE**

John Cooper, City Mayor

---

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

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

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**HOWARD H. ELEY, COMMISSIONER**

**DATE**

ID 2641

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

**OFFICE OF CRIMINAL JUSTICE PROGRAMS**

FUND SOURCE CESF-JAG  
OCJP JAG Priority Area Correctional Programming

<b>Required Information on Authorizing Agency:</b>		<b>Implementing Agency:</b>	
Name: Metropolitan Government of Nashville and Davidson		Name: Davidson County Juvenile Court	
Federal ID Number (FEIN): 62-0694743		Address: 100 Woodland Street	
DUNS Number: 078217668		PO Box 196306	
SAM Expiration Date: 4/8/2022		Nashville, TN 37219-6306	
Fiscal Year End Date: June 30			
Will You Have Any Subcontracts? No			
Project Title: FY22 CESF Equipment 1			
<b>AUTHORIZED OFFICIAL - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b>		<b>Phone Number:</b>	<b>E-Mail Address:</b>
John Cooper, City Mayor		(615) 862-6000	mayor@nashville.gov
1 Public Square		<b>EXT:</b>	
Suite 100, Mayor's Office			
Nashville, 37201-5007			
<b>PROJECT DIRECTOR - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b>		<b>Phone Number:</b>	<b>E-Mail Address:</b>
Shelley Hudson, Special Projects Program		(615) 862-8079	shelleyhudson@jisnashville.gov
100 Woodland Street		<b>EXT:</b>	
PO Box 196306			
Nashville, 37219-6306			
<b>FINANCIAL DIRECTOR - Contact Information</b>			
<b>(Name, Title, and Complete Mailing Address)</b>		<b>Phone Number:</b>	<b>E-Mail Address:</b>
Joe Atchley, Accountant III		(615) 862-2368	joeatchley@jisnashville.gov
100 Woodland Street		<b>EXT:</b>	
PO BOX 096306			
Nashville, 37219-6306			
<b>County/Counties Served (Type ALL if Statewide):</b>			
Davidson			
U.S. Congressional District(s): 5			

## **Scope of Services/Project Narrative**

### **PROJECT NAME**

Davidson County Juvenile Court  
CESF Local Government COVID Response

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

**Describe how has your agency prevented, prepared, and responded to the outbreak of COVID-19 and how will these grant funds enhance those activities.**

The Davidson County Juvenile Court is a Metropolitan Court located at 100 Woodland Street, Nashville, Tennessee and 37219. Davidson County is located in Middle Tennessee and the population is 715,884 as reported by the 2020 United States Census.<sup>i</sup> Since March 2019, the court has engaged in the following COVID-19 prevention, preparedness, and response strategies:

#### **Prevention:**

- Followed COVID-19 best safety practices as provided by the Metropolitan Health Department of Nashville and Davidson County's guidelines for building sanitation, masking, and social distancing.
- Followed COVID-19 best safety practices as provided by the Office of the Mayor for the Metropolitan Government of Nashville and Davidson County.
- Followed COVID-19 best safety practices as provided by the CDC.
- Followed COVID-19 best safety practices as provided the Metropolitan Human Resource Department's "Work from Home" policy for staff whose job duties and responsibilities allowed them to work from home.

#### **Prepared:**

- Trained staff on COVID-19 safety precautions by electronic announcements.
- Procured sanitizer stations throughout the courthouse from the in-kind Metro Cares Act fund.
- Procured masks for staff and the public from the in-kind Metro Cares Act fund.
- Procured Hi-Touch rolling glass screens and counter-top screens from the Metro Cares Act fund for some of the courtrooms in the Juvenile Court building (The courthouse has eight courtrooms) and the Metro Student Attendance Center (MSAC), an annex Juvenile Court building for the truancy program from in-kind Metro Cares Act fund.
- Procured non-porous hard chairs for the Metro Student Attendance Center (MSAC), an annex Juvenile Court building for the truancy program from in-kind Metro Cares Act fund.
- Procured 2 extra cleaning staff from the in-kind Metro Cares Act fund.
- Taped off access to public drinking fountains.
- Posted 6-foot social distancing posters throughout the courthouse.
- Marked social distancing queue positions throughout the courthouse.
- Coordinated a process for holding non-emergency court hearings virtually.
- Created incremental time slots for litigants to attend in-person hearings to limit the number of staff and members of the public in the courthouse and courtrooms.



**ATTACHMENT A  
APPLICATION FOR FUNDING  
GRANT PROJECT NARRATIVE  
(Page 2)**

- Created a case party check-in system to limit the ingress of staff and members of the public into the courthouse and egress of persons from the courthouse.
- Created a contact tracing system to inform employees of positive COVID-19 cases.
- Created safety measures for employees and the public to enter the building.

**Responded:**

- Required temperature checks for employees and members of the public to enter the building.
- Required staff and members of the public to comply with mask mandates.
- Required staff and members of the public to socially distance.
- Encouraged staff to wash hands often and to access sanitizer throughout the building.
- Limited the number of litigants entering and exiting courthouse by scheduling litigants incrementally on the docket.
- Allowed for conference call and zoom meetings instead of in-person meetings.
- Allowed staff to work-from-home.
- Limited the number of persons attending in-person meetings and required social distancing.
- Limited the number of litigants that can be in a courtroom at one time.
- Limited the number of individuals that can congregate on each level of the courthouse.
- Opened secured doors between internal divisions of the court for easier ingress and egress between divisions.
- Opened main courthouse doors to allow for the flow of fresh air into and throughout the main lobby.
- Instigated recommended COVID-19 cleaning and sanitation practices throughout the building.
- Installed Hi-Touch Rolling glass screens and counter-top screens in some of the courtrooms between the bench, witness seat, attorney seats, and general audience.

The Corona Virus Emergency Supplemental Funds(CESF) will allow the court to continue to enhance its COVID-19 preparedness plan by purchasing masks with the organizational logo for all court employees, completing the installation of plexiglass barriers in courtrooms A, C, and E, purchasing non-porous “hard” public seating in the courthouse, hand sanitizer, safety gloves, portable HEPA air filters, and lap-top computers for remote-based work. This equipment will assist in decreasing the transmission of COVID-19 for the public and Juvenile Court staff.

**Explain how your agency has assessed or will assess the future needs of the agency in response to COVID-19.**

Juvenile Court leadership engaged team supervisors to request team needs in response to COVID-19 and CDC safety recommendations. Surveys will be used in the future for a COVID-19 response reassessment purpose.

**Using that assessment, state how these funds will assist your agency to better respond to the needs of any individuals having any court, custodial and/or law enforcement interaction during the COVID-19 crisis.**

As identified by the Centers for Disease Control and Prevention (CDC), the primary route for COVID-19 transmission occurs from mucous membrane exposure to respiratory droplets during

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close contact with an infected individual. Close contact includes being within 6 feet for a person with COVID-19 for a cumulative total of at least 15 minutes during a 24 hour period.

Personal Protective Equipment (PPE) is a critical component to mitigate and reduce the spread of COVID-19. Equipment includes, but is not limited to, masks, gloves, plexiglass barriers, non-porous covered chairs, 60% alcohol-based sanitizer, and lap top computers for remote-based work.

The Centers for Disease Control (CDC) recommends that people wear masks in public settings, at events, and gatherings and anywhere they will be around people. The Metropolitan Government of Nashville and Davidson County is under a mandate to wear masks while in a public building. Juvenile Court is a public building. These funds will allow the court to purchase masks imprinted with the court logo. Providing masks having the court logo will assist the public to identify court employees more easily and assist in reducing the spread of COVID-19 while employees continue providing services to the public.

According to the CDC, keeping hands clean is key to prevent COVID-19 from spreading. Employees are encouraged to wash their hands or use hand sanitizer with a minimum of 60% alcohol. These funds will allow the court to purchase hand sanitizer for employees and the public in high traffic locations to encourage good hand hygiene.

The use of gloves is not a substitute to washing hands. The CDC recommends the use of gloves "when it can be reasonably anticipated that contact with blood or other potentially infectious materials, mucous membranes, non-intact skin, potentially contaminated skin or contaminated equipment could occur. It is reasonably anticipated that Warrant Officers and High-Risk Gang Unit SIA Officers may come into contact with blood or potentially infectious materials while completing their duties in the community.

According to the CDC, portable air filters with high efficiency particulate air (HEPA) cleaners reduce the number of airborne infectious particles. These funds will allow the court to purchase portable HEPA air filters for courtrooms and other enclosed high traffic spaces to reduce the transmission of COVID-19.

The CDC encourages businesses to allow employees to work from home or remotely. This is because people who go to the workplace are twice as likely to get COVID-19 than those who work remotely. Limiting ingress and egress of employees and the public can reduce the transmission of COVID-19. These funds will allow the court to purchase lap top computers for employees to work remotely.

According to the University of Washington's Guidance for Plexiglass Barrier in the Workplace, the use of plexiglass barriers is beneficial to block respiratory droplets from standing or sitting individuals, provide a physical separation between people to support social and physical distancing efforts, and are consistent with recommendations from the CDC as a component of exposure controls. These funds will allow the court to complete the installation of plexiglass barriers in courtrooms A, C, and E to reduce the spread of COVID-19.

According to research published by the Applied and Environmental Microbiology Journal, inanimate objects (fomites), can transfer disease to a new host when contaminated with respiratory droplets. Viral presence on fomites may decrease with surface cleanliness and

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increase with surface usage. Soft and porous material covered seating are generally not as easy to clean and disinfect as hard and non-porous surfaces (Centers for Disease Control).<sup>xi</sup> Seating with high touch points have been removed from common spaces due to difficulty in cleaning and disinfecting for COVID-19. These funds will allow the court to purchase less porous (non-cloth) hard seating that will be easier to clean with EPA approved disinfectant products in order to reduce the spread of COVID-19.

**Provide the agency's own data and list any specific concerns that have been identified that will make providing services to the aforementioned individuals during COVID-19 difficult and how these resources will enhance the overall service.**

The impact of COVID-19 on court services has been disruptive. Trials have been postponed, service of process delayed, a decrease in court ordered child support, and a delay in filing petitions. For example, our data shows there was a 21% decrease in the number of petitions filed between 2019 (9171 petitions) and 2020 (7235 petitions). There was also a 48% decrease in child support cases disposed of between 2019 (3073 cases) and 2020 (1578 cases).

The installation of plexiglass barriers in courtrooms A,C, and E will provide a safer court environment to mitigate the spread of respiratory droplets and/or reduce transmission of COVID-19. Purchasing masks with the organizational logo will allow staff to better identify themselves to clients and reduce the transmission of COVID-19. Purchasing safety gloves will mitigate contact with potentially infectious materials while Warrant Officers and High-Risk Gang SIA Officers complete their duties in the community. Purchasing less porous (non-cloth) hard seating for staff and public will be easier to clean with EPA approved disinfectant and decrease transmission of COVID-19. Purchasing hand sanitizer for employees and the public in high traffic location encourages good hand hygiene. Providing employees with laptops to work remotely in the field limits ingress and egress of the number of individuals in the courthouse; therefore, decreases the transmission of COVID-19.

**GENERAL ACTIVITIES/INPUTS**

**What is the total amount of the funds you are requesting?**

\$ 50,204.56

**List every item in the budget and provide information on how that item will assist with the agency's preparation, response, or prevention of COVID-19 and describe the benefit to the agency.**

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy:	\$0.00
Supplies:	\$0.00
Dell power supply docs: 11 docks x \$179.99/dock *	\$1,979.89
Dell 22" monitors: 8 monitors x 155.24/monitor *	\$1,241.92
Laptop carrying case 16": 1 case x \$29.69/case *	\$29.69
Laptop carrying case 13"-14": 10 case x \$26.99/case *	\$269.90

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HDMI to VGA adapters: 8 adapters x \$24.07/adapter *	\$192.56
Lavaro conference chairs: 50 chairs x \$327.762/chair. Purchasing less porous (non-cloth) seating for staff and public will be easier to clean with EPA approved disinfectant and decrease transmission of COVID-19. This will assist with continued preparedness and response to reduce the spread on COVID-19.	\$16,388.10
Levoit smart air purifiers: 22 purifiers x \$165.22/purifier. Portable HEPA air filters for courtrooms and other enclosed high traffic spaces reduce the transmission of COVID-19. This will assist with continued preparedness and response to reduce the spread on COVID-19.	\$3,634.84
Levoit Air purifier replacement filters: 2 filters/year/purifier x 3 years x 22 purifiers x \$12.50/filter. Replacement filters for air purifiers continue reducing transmission of air particulates due to shelf life of HEPA filters. This will assist with continued preparedness and response to reduce the spread on COVID-19.	\$1,650.00
Disposable vinyl gloves (100 ct.): 30 boxes x \$10/box. The CDC recommends the use of gloves <i>when it can be reasonably anticipated that contact with blood or other potentially infectious materials, mucous membranes, non-intact skin, potentially contaminated skin or contaminated equipment could occur.</i> This will assist with continued preparedness and response to reduce the spread of blood or other potentially infectious materials for staff working in the community.	\$300.00
Hand Sanitizer (8 oz): 150 bottles x \$5/bottle. Purchasing hand sanitizer for employees and members of the public in high traffic location encourages good hand hygiene. This will assist with continued preparedness and response to reduce the spread of COVID-19.	
Tempered safety glass (Courtroom A) The installation of plexiglass barriers in multiple courtrooms will provide a safer court environment to mitigate the spread of respiratory droplets and/or reduce transmission of COVID-19. This will assist with continued preparedness and response to reduce the spread of COVID-19.	\$1,556.68
Tempered safety glass (Courtroom C) (Same as above)	\$1,657.60
Tempered safety glass (Courtroom E) (Same as above)	\$1,556.68
Cloth face masks w/logo: 200 masks x \$2/mask. Purchasing masks with the organizational logo will allow staff to better identify themselves to clients and reduce the transmission of COVID-19. This will assist as a continued response to keep staff safe from the spread of COVID-19 while conducting their duties and responsibilities with members of the public.	\$400.00
Sensitive Minor Equipment:	\$0.00
Dell Latitude 7320 laptops: 10 laptops x \$1,740.20/laptop *	\$17,402.00
Dell Mobile Precision 3560 laptop: 1 laptop x \$1,194.70/laptop*	\$1,194.70
* Providing employees with laptops, including power supply docs, monitors, carrying cases, and adapters, to work remotely in the field limits ingress and egress of the number of individuals in the courthouse; therefore, decreases the transmission of COVID-19. This will assist with continued	

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preparedness and response to COVID-19.		
	TOTAL	\$50,204.56

**Have funds for this project been granted through FEMA or other emergency relief agencies?**

No funds for this project have been granted through FEMA or other emergency relief.

**How many individuals are estimated to receive services, to include citizens, inmates, staff?**

Approximately 35,000. This averages out to 2,916 individuals (including staff, partners, members of the public) accessing the courthouse for services per 12 months.

**How many Peace Officers Standards and Training (POST) Certified/Sworn Officers on staff, if applicable?**

Not applicable (N/A) for this agency.

**List the number of Tennessee Corrections Institute (TCI) Certified Officers on staff if applicable?**

N/A

**FOR TRAINING/INFORMATION DISSEMINATION**

**Describe the type(s) of training(s) the agency will perform to prevent, prepare and respond to COVID-19. For each training described, include any information about the resources you will use for the trainings.**

The Davidson County Juvenile Court is not using CEFS funds for training purposes.

**Describe how the agency will disseminate information and or training information to individuals the agency serves or employs on how to prevent, prepare and respond to COVID-19.**

Not applicable (N/A) for this application.

**Who will be the target audience(s) for the training(s)?**

N/A

**How many training(s) are anticipated over the course of the project?**

N/A

**How will the participants benefit from the training?**

N/A

**How many people will you train?**

N/A

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**STAFF PROVIDING SERVICE AND ASSISTANCE TO INDIVIDUALS**

**If specific equipment or supplies are needed to implement the changes in the way your agency functions in order to prevent, prepare, or respond to COVID-19, please list those items, how they will be used:**

These funds will allow the Davidson County Juvenile Court to purchase masks imprinted with the court logo. Providing masks having the court logo will assist the public to identify court employees more easily and assist in reducing the spread of COVID-19 while employees continue providing services to members of the public. These funds will allow the court to purchase hand sanitizer for employees, court partners, and members of the public for high traffic locations to encourage good hand hygiene. These funds will allow the court to purchase safety gloves for employees who may come into contact with blood borne pathogens and potentially other infectious materials while conducting their work-related responsibilities in the community. These funds will allow the court to purchase portable air HEPA filters for courtrooms and other enclosed spaces to reduce the spread of COVID-19. These funds will allow the court to purchase lap top computers for employees to work remotely to reduce the ingress and egress of employees in the building. These funds will allow the court to complete the installation of plexiglass barriers in multiple courtrooms to reduce the spread of COVID-19. These funds will allow the court to purchase less porous (non-cloth) hard public seating that will be easier to clean with EPA approved disinfectant products in order to reduce the spread of COVID-19.

**Describe how these changes in service delivery will benefit individuals served.**

There are eight courtrooms located in the building. The installation of plexiglass barriers in courtrooms A,C, and E will allow the court to continue preparedness and response efforts for these courtrooms; hence, mitigate the spread of respiratory droplets and/or reduce transmission of COVID-19 for staff and members of the public. Purchasing masks with the organizational logo will allow staff to better identify themselves to clients, keep staff safe from COVID-19, and reduce the transmission of COVID-19 to members of the public. Purchasing less porous hard (non-cloth) public seating will be easier to clean with EPA approved disinfectant and decrease transmission of COVID-19 to staff and the public. Purchasing and placing hand sanitizer for employees and members of the public in high traffic locations encourages good hand hygiene for both staff and the public, thus reducing the transmission of COVID-19. Providing employees with laptops to work remotely in the field limits ingress and egress of the number of individuals in the courthouse; therefore, decreases the transmission of COVID-19. Purchasing portable HEPA filters to reduce the spread of COVID-19 droplets in the air and keeps staff and members of the public safe.

**IMPLEMENTATION TIMELINE**

Give a timeline including purchase date, date equipment is expected to arrive and date it will be deployed. Include information on when trainings will be held. This Grant begins on November 15, 2021 and ends on June 30, 2022. When considering budget items for this application, plan for the January 31, 2022 end date.

<b>ACTIVITY</b>	<b>STAFF TO COMPLETE</b>	<b>COMPLETION DATE</b>
Purchase PPE equipment	Joe Atchley	January 2021

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Equipment arrival	Joe Atchley	Within 4 to 8 weeks of purchase date. (depending on delivery availability by company and inventory)
Equipment distribution	Joe Atchley/Shelley Hudson	Within 2 weeks of equipment arrival.

### **DATA COLLECTION PROCEDURE**

**Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services to individuals and/or agency staff. E.g., stakeholder questionnaires, client satisfaction surveys, case records, etc.**

Juvenile Court will implement a COVID-19 employee COVID response satisfaction survey which will be pushed out electronically to Juvenile Court staff and in-house partners (i.e., District Attorney, Public Defender, DCS, Clerk) that have workspace in the building.

**Describe how you will document your activities and collect the data you will report for the quarterly Performance Measurement Tool reports and OCJP Annual Report. Be specific to the activities and outcome described in this application that pertain to your activities to prevent, prepare and respond to COVID-19.**

All activities associated with the purchase, disbursement, and use of equipment will be documented electronically. A line-item list of purchased equipment will be maintained electronically.

**Describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.**

Juvenile court will use qualitative data responses to evaluate the use of PPE equipment for Juvenile Court's COVID-19 response.

**Goal 1:** A minimum of 60% of participating Juvenile Court employees and in-house partners (Public Defender, District Attorney, DCS, and Clerk) will report experiencing a qualitative satisfaction score with Juvenile Court preparedness and response efforts to COVID-19.

**Objective 1:** Provide court employees with a mask, having the Juvenile Court Logo imprinted on the mask.

**Activity 1.1:** Employees to wear the official juvenile court mask while interacting with clients to identify themselves as court staff and reduce the transmission of COVID-19.

**Objective 1.2:** Provide hand sanitizer for employees and the public in high traffic locations to encourage good hand hygiene.

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**Activity 1.2:** Place hand sanitizer in high traffic areas within the court for use and access by staff and members of the public to promote good hand hygiene and reduce the transmission of COVID-19.

**Objective 1.3:** Provide Warrant team and High-Risk Gang Unit with safety gloves to work in the community.

**Activity 1.3:** Distribute gloves to Warrant team and High-Risk Gang Unit for use and protection against blood borne pathogens and other infectious materials while conducting work in the community

**Objective 1.4:** Provide portable HEPA air filters for courtrooms and other enclosed high traffic spaces.

**Activity 1.4:** Place portable HEPA air filters in courtrooms and enclosed high traffic spaces to filter the air in closed-in spaces to reduce the transmission of COVID-19.

**Objective 1.5:** Provide Warrant team and High-Risk Gang Unit with laptops to work in the community.

**Activity 1.5:** Assign Warrant team and High-Risk Gang Unit with laptops to complete service of process in the community to decrease ingress and egress into the Juvenile Court building and limit the transmission of COVID-19.

**Objective 1.6:** Provide courtrooms A, C, and E with plexiglass barriers.

**Activity: 1.6:** Install plexiglass barrier in courtrooms A, C, and E to decrease the spread of COVID-19.

**Objective 1.7:** Provide less porous (hard) public seating that will be easier to clean with EPA approved disinfectant products to reduce the spread of COVID-19.

**Activity 1.7:** Install less porous( hard) public seating in area(s) of the court for use of and access by staff and public.

## **OUTCOMES**

Juvenile Court shall provide a narrative report that contains the following information:

- 1) The results of its needs assessment related to the agency's preparation, prevention, or response needs to COVID-19.
- 2) How they used this information to: Prepare, Prevent, or Respond to COVID-19.
- 3) How funding under this grant supported your efforts under 2. (above).

Juvenile Court will track, depending on what is granted, the following measures: 1) Equipment purchased; 2) Number of employees who were able to conduct remote work due to purchases; 3) Amount and types of PPE purchased; 4) Medical supplies and **(N/A for this application)**; 5) The number of employees who benefitted from this PPE.

Additional measures may be developed and provided as more information is released from the Bureau of Justice Assistance.

## **COLLABORATION ACTIVITIES**

**Describe how your agency will work with other agencies on this project or how other**



**agencies will benefit from your project.**

Agencies that are housed in the Juvenile Court building (i.e.; District Attorney, Public Defender, DCS, and Clerk) and provide services for children and families will benefit from the access of hand sanitizer, hard seating, plexiglass barriers, HEPA air filters, and interaction with staff wearing protective masks.

**UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.**

<sup>i</sup> U.S. Census Bureau. Quick Facts Davidson County, Tennessee. Retrieved on September 20, 2021 from <https://www.census.gov/quickfacts/fact/table/davidsoncountytennessee/PST045219>

<sup>ii</sup> Centers for Disease Control and Prevention: How COVID-19 Spreads. Retrieved on September 20, 2021 from <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html>.

<sup>iii</sup> Centers for Disease Control and Prevention: Your Guide to Masks. Retrieved on September 20, 2021 from <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

<sup>iv</sup> Centers for Disease Control and Prevention: Hand Sanitizer Use Out and About. Retrieved on September 22, 2021 from <https://www.cdc.gov/handwashing/hand-sanitizer-use.html>

<sup>v</sup> Centers for Disease Control and Prevention: Guidance for Businesses and Employers Responding to Coronavirus Disease 2019 (COVID-19). Retrieved on September 22, 2021 from [https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html#anchor\\_1609684747858](https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html#anchor_1609684747858)

<sup>vi</sup> The Association of Mature American Citizens. (May 12, 2020) CDC Recommendations for Wearing Gloves. [Online article]. Retrieved on September 28, 2021 from <https://amac.us/cdc-recommendations-for-wearing-gloves/>

<sup>vii</sup> Lindsley WG, Derk RC, Coyle JP, et al. Efficacy of Portable Air Cleaners and Masking for Reducing Indoor Exposure to Simulated Exhaled SARS-CoV-2 Aerosols — United States, 2021. MMWR Morb Mortal Wkly Rep 2021;70:972–976. DOI: <http://dx.doi.org/10.15585/mmwr.mm7027e1external icon>)

<sup>viii</sup> Fisher KA, Olson SM, Tenforde MW, et al. Telework Before Illness Onset Among Symptomatic Adults Aged ≥18 Years With and Without COVID-19 in 11 Outpatient Health Care Facilities — United States, July 2020. MMWR Morb Mortal Wkly Rep 2020;69:1648–1653. DOI: <http://dx.doi.org/10.15585/mmwr.mm6944a4>; [Retrieved from the Centers for Disease Control and Prevention on September 22, 2021 from [https://www.cdc.gov/mmwr/volumes/69/wr/mm6944a4.htm?s\\_cid=mm6944a4\\_w](https://www.cdc.gov/mmwr/volumes/69/wr/mm6944a4.htm?s_cid=mm6944a4_w)]

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<sup>ix</sup> October 29, 2020. UW Guidance for Plexiglass Barriers in the Workplace. WW.ehs.washington.edu. Retrieved on September 20, 2021.

<sup>x</sup>Boone, S. A. & Gerba, C. P. (December 17, 2020) Significance of Fomites in the Spread of Respiratory and Enteric Viral Diseases. ASM Journal of Applied and Environmental Microbiology. (Vol 73, No. 6). DOI: <https://doi.org/10.1128/AEM.02051-06>

<sup>xi</sup> Centers for Disease Control: Guidance for cleaning and disinfecting public spaces, workplaces, businesses, schools, and homes. Retrieved on September 21, 2021 from [https://www.epa.gov/sites/default/files/2020-04/documents/316485-c\\_reopeningamerica\\_guidance\\_4.19\\_6pm.pdf](https://www.epa.gov/sites/default/files/2020-04/documents/316485-c_reopeningamerica_guidance_4.19_6pm.pdf)

<b>GRANT BUDGET</b>				
<b>AGENCY NAME: METRO GOVERNMENT OF NASHVILLE &amp; DAVIDSON COUNTY: JUVENILE COURT</b>				
<b>FUND SOURCE: CESF</b>				
<b>SOLICITATION IDENTIFICATION TITLE: CESF Local Government COVID Response</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: 12/1/2021 END: 06/30/2022</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$50,205.00	\$0.00	\$50,205.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$50,205.00</b>	<b>\$0.00</b>	<b>\$50,205.00</b>

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

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

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: METRO GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY: JUVENILE COURT  
 FUND SOURCE: CESF

<b>SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
<b>Supplies:</b>	
Dell power supply docs: 11 docks x \$179.99/dock	\$1,980.00
Dell 22" monitors: 8 monitors x 155.24/monitor	\$1,242.00
Laptop carrying case 16": 1 case x \$29.69/case	\$30.00
Laptop carrying case 13"-14": 10 case x \$26.99/case	\$270.00
HDMI to VGA adapters: 8 adapters x \$24.07/adapter	\$192.00
Lavaro conference chairs: 50 chairs x \$327.762/chair	\$16,388.00
Levoit smart air purifiers: 22 purifiers x \$165.22/purifier	\$3,635.00
Levoit Air purifier replacement filters: 2 filters/year/purifier x 3 years x 22 purifiers x \$12.50/filter	\$1,650.00
Disposable vinyl gloves (100 ct.): 30 boxes x \$10/box	\$300.00
Hand Sanitizer (8 oz): 150 bottles x \$5/bottle	\$750.00
Tempered safety glass (Courtroom A)	\$1,557.00
Tempered safety glass (Courtroom C)	\$1,658.00
Tempered safety glass (Courtroom E)	\$1,557.00
Cloth face masks w/logo: 200 masks x \$2/mask	\$400.00
<b>Sensitive Minor Equipment:</b>	
Dell Latitude 7320 laptops: 10 laptops x \$1,740.20/laptop	\$17,402.00
Dell Mobile Precision 3560 laptop: 1 laptop x \$1,194.70/laptop	\$1,194.00
<b>TOTAL</b>	<b>\$50,205.00</b>

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

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2020-VD-BX-0393
Federal award date	5/07/2020
CFDA number and name	16.034; Coronavirus Emergency Supplemental Funding Program
Grant contract's begin date	12/1/2021
Grant contract's end date	6/30/2022
Amount of federal funds obligated by this grant contract	\$50,205.00
Total amount of federal funds obligated to the subrecipient	\$50,205.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,942,098.00
Name of federal awarding agency	Bureau of Justice Assistance
Name and email of the program manager	Nathan Ward Nathan.Ward@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

**ATTACHMENT C**

**Parent Child Information**

Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4

Is Metropolitan Government of Nashville and Davidson County a parent? Yes  No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and Davidson County a child? Yes  No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



**OFFICE OF CRIMINAL JUSTICE PROGRAMS  
SIGNATURE AUTHORIZATION FORM**

*Instructions: Please complete the form below and send to your OCJP Program Manager. Once this form is approved, the Designee will sign appropriate documents as the Authorized Official. This includes signing the Authorized Official's printed name, signature, and title. The Designee will then sign their initials to those sections.*

*Please note that the Authorized Official remains the legal contracting entity and person ultimately responsible for the overall operations of the agency. Also, only Authorized Officials can sign Corrective Action Plans for monitoring reports.*

<b>Agency Name:</b> Juvenile Court		<b>Agency Address:</b> 100 Woodland Street Po Box 1966306 Nashville, TN 37219-6306	
<b>Contract Number(s), if established:</b>		<b>Agency Phone:</b> 615-862-8000	
<b>Authorized Official</b>			
<b>Typed Name:</b> John Cooper			
<b>Title:</b> Mayor of the Metropolitan Government of Nashville and Davidson County			
<b>Date Elected:</b> September 28, 2019			
<b>Authorized Official's Designee</b>			
<b>Name:</b> Sheila D.J. Calloway	<b>Title:</b> Davidson County Juvenile Court Judge	<b>Signature:</b>	
I certify that the signature above are of the individuals authorized to sign official documents.			
<b>Authorized Official's Signature:</b>		<b>Date:</b>	

## Instructions for Completing the Special Conditions Pages 2020 JAG CESF(2020-VD-BX-0393)

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. 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 who will complete the Special Conditions documents, the Authorized Official or their Designee:
  - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. Please reference the OCJP Grants Manual Chapter II for additional information.**
  - When the Designee 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.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box 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.





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*SPECIAL CONDITIONS*

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

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

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

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

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

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

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



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2. 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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 award.

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

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

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

3. 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.

4. 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.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

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

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

6. 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.

7. 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 adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. 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).



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9. 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) and (2).

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) and (2) 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) and (2).

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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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) and (2).

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

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

10. 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 200.79) 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 OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. 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.

12. 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.



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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

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. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. 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.





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14. 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.

15. 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.

16. 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").

17. 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.

18. OJP Training Guiding Principles

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





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19. 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.

20. 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.

21. 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.

22. 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."

23. 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.



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24. 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.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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.

26. 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>.



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*SPECIAL CONDITIONS*

27. 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.



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*SPECIAL CONDITIONS*

28. 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.

29. 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.

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

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

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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*SPECIAL CONDITIONS*

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

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 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 \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. 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. 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.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](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.

38. 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.





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39. 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.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. 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 award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (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.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

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 (January 20, 2020), 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 a Grant Adjustment Notice). (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.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

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. 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.

44. Body armor - compliance with NIJ standards and other requirements

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 (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). 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 can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

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

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

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



U.S. Department of Justice  
Office of Justice Programs  
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**AWARD CONTINUATION  
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Name and Title of Authorized Official:

John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County

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

Sheila D.J. Calloway, Davidson County Juvenile Court Judge  
100 Woodland St. PO Box 1966306 Nash, TN 37219-6306

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)

\_\_\_\_\_



Project Director Shelley Hudson, Juvenile Court Special Projects Program Manager

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 Joe Atchley, Juvenile Court Accountant III

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
  - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. Please reference the OCJP Grants Manual Chapter II for additional information.**
  - 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 and 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:** John Cooper, Mayor of the I

**Name and Address of Authorizing Agency:** John Cooper, Mayor  
1 Public Square, Suite 100  
Nash, Tn 37201

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

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

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

**Certifying Designee's Name:** Shetta D.J. Calloway, Juven  
**Certifying Designee's Title:**  
**Certifying Designee's Address:** 100 Woodland St, PO Box 1

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

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

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

**CERTIFICATION REGARDING LOBBYING**

(PAGE 1 OF 2)

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

**Name and Address of Authorizing Agency:** John Cooper, Mayor  
1 Public Square, Suite 100  
Nashville, TN 37201

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

**CERTIFICATION REGARDING LOBBYING**

(PAGE 2 OF 2)

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

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

**Certifying Designee's Name:** Sheila D.J. Calloway  
**Certifying Designee's Title:** Davidson County Juvenile C  
**Certifying Designee's Address:** 100 Woodland Street PO Bc  
**Certifying Designee's Address:** Nashville, TN 37219-6306

***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.

<b>Agency Name:</b>	Juvenile Court	<b>Project Director's Name:</b>	Shelley Hudson
<b>Agency Address:</b>	100 Woodland Street PO Bx	<b>Project Director's Office:</b>	Special Projects Program M
<b>Grant Project Title:</b>	Davidson County Juvenile C	<b>Director's Phone:</b>	615-862-8079
<b>Grant Start Date:</b>	November 15, 2021	<b>GrantEnd Date:</b>	June 30, 2022
<b>Grant Duration:</b>	7 months	<b>Grant Amount:</b>	\$ 50,204.56

**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:** Kathy Sinback                      **Title:** Juvenile Court Administrator                      **Phone:** 615-862-8054

**Address:** 100 Woodland Street, **City & State:** Nashville, TN                      **Zip Code:** 37219-6306

"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:** Sheila D.J. Calloway

**Certifying Designee's Title:** Juvenile Court Judge

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

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

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

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

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

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

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

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

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

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

<b>NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>	<b>TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>	<b>TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:</b>
Adrienne Battle	MNPS Director of Schools	302,442.44
Gill Wright	Director of Health Dept	272,608.39
Stephen Bland	MTA CEO	219,650.24
Scott Potter	Water Services Director	216,534.58
Fay Dimassimo	Fay Dimassimo	201,907.92



**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:** John Cooper, Mayor of the Metropolitan Government of Nashville and Davidson County

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

"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:** 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)***  
I certify, by my signature at the end of this form, that I have read this and the Executive



**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:** Sheila D.J. Calloway

**Certifying Designee's Title:** Juvenile Court Judge

**Certifying Designee's Address:** 100 Woodland Street, PO Box 1966306, Nashville TN 37219-6306

**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:** John Cooper, Mayor of the Metropolitan Governmen

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

\_\_\_\_\_  
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:** John Cooper, Mayor of the I

**Name and Address of Authorizing Agency:** 1 Public Square, Suite 100, Nash,

\_\_\_\_\_  
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:** John Cooper, Mayor of the Metropolitan Governmen

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

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

Supplanting defined

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

Supplanting and job retention

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



**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:** Sheila D.J. Calloway  
**Certifying Designee's Title:** Juvenile Court Judge  
**Certifying Designee's Address:** 100 Woodland Street PO box 1966306  
**Certifying Designee's Address:** Nashville, Tn 37219-6306

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

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

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

**SIGNATURE PAGE  
FOR**

**GRANT NO.** Coronavirus Emergency Supplemental Funding (CESF) 21-22

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*Sheila D. J. Calloway*

Sheila D. J. Calloway, Judge  
Juvenile Court

*10-28-2021*

Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

DocuSigned by:  
*Kelly Flannery/mfw*  
Kelly Flannery, Director  
Department of Finance

11/4/2021

Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
*Balogun Cobb*  
Director of Insurance

11/5/2021

Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:  
*Macy Forrest Amos*  
Metropolitan Attorney

11/5/2021

Date

John Cooper  
Metropolitan Mayor

Date

**ATTEST:**

Metropolitan Clerk

Date