
GRANT SUMMARY SHEET

Grant Name: Office of Family Safety VOCA , FSC Victim Services 24

Department: OFFICE OF FAMILY SAFETY

Grantor: STATE OF TENNESSEE OCJP

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$224,625.00

Cash Match Amount \$0.00

Department Contact: Diane Lance

Status: NEW

Program Description:

This grant is non-recurring funding meant to offset VOCA funding reductions with our current contract. This funding ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding 7 advocates. This grant is non-recurring funding meant to offset VOCA funding reductions with our current contract. This funding ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding 7 advocates.

Plan for continuation of services upon grant expiration:

Historically, VOCA funds are renewed with the state.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
OFFICE OF FAMILY SAFETY	51	Diane Lance					
Grant Name:		Office of Family Safety VOCA , FSC Victim Services 24					
Grantor:		STATE OF TENNESSEE OCJP			Other:		
Grant Period From:		07/01/23	(applications only) Anticipated Application Date:				
Grant Period To:		06/30/24	(applications only) Application Deadline:				
Funding Type:		STATE	Multi-Department Grant		<input type="checkbox"/> → If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$224,625.00		
Status:		NEW	Metro Cash Match:		\$0.00		
Metro Category:		Est. Prior.	Metro In-Kind Match:		\$0.00		
CFDA #		N/A	Is Council approval required?		<input checked="" type="checkbox"/>		
Project Description:		This grant is non-recurring funding meant to offset VOCA funding reductions with our current contract. This funding ensures the continued provision of services provided in Nashville's Family Safety Centers (JCAC & FSC) by funding 7 advocates.					
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Historically, VOCA funds are renewed with the state.							
How is Match Determined?							
Fixed Amount of \$		or		20.0%	% of Grant		
					Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
There is no match required for this funding.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?					Fund	Business Unit	
Is not budgeted?					Proposed Source of Match:		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:			1.00	Actual number of positions added:		0.00	
Departmental Indirect Cost Rate			29.90%	Indirect Cost of Grant to Metro:		\$67,162.88	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No			% Allow.	0.00%	Ind. Cost Requested from Grantor:		
					\$0.00 in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24		\$224,625.00	\$0.00	\$0.00		\$0.00	\$224,625.00	\$67,162.88	\$0.00
Yr 2	FY25		\$0.00							
Yr 3	FY26		\$0.00							
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$224,625.00	\$0.00	\$0.00		\$0.00	\$224,625.00	\$67,162.88	\$0.00
Date Awarded:				08/02/23	Tot. Awarded:		\$224,625.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

GCP rec'd
08/03/23

GCP Approved
08/03/23

VW



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2023	End Date 6/30/2024	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end June 30			
Service Caption (one line only) VSSG, State Victim Services Offset					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$224,625.00				\$224,625.00
TOTAL:	\$224,625.00				\$224,625.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart FA00003637		Account Code County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering state grant funds for enhance the use of evidence-based strategies by providing support services to victims of crime as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the state funded Victim Services State Grant is to support the provision of services to victims of crime.
1. Services are defined as those efforts that:
 - a. Respond to the emotional, psychological and physical needs of crime victims.
 - b. Assist victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Restore a measure of security and safety to the victim.
 2. The Grantee will use this funding to supplement the work in their executed contracts for victim services activities with the Office of Criminal Justice Programs. The Grantee understands that this funding will tie to the activities in their victim services contract with the Department of Finance and Administration, Office of Criminal Justice Program, which run from July 1, 2023 through June 30, 2024.
 3. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.

4. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their Victim Services State Grant funded project.
5. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Twenty Four Thousand Six Hundred Twenty Five Dollars (\$224,625.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Susan French, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: susan.french@tn.gov
Telephone # 615-532-5822

The Grantee:

Diane S. Lance, Department Head
Metro Nashville Office of Family Safety
730 2nd Ave South
Nashville, Tennessee 37210-2006
Email: dianelance@jnsnashville.gov
Telephone # (615) 880-3173

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing

party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any

financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

- E.6. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the State to give such notice shall only relieve the Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.7. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO. Office of Family Safety VOCA , FSC Victim Services 24**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



07/31/23
Date

Department Head
Office of Family Safety


**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Kelly Flannery, Director of Finance
Department of Finance

8/4/2023 | 9:54 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

8/4/2023 | 11:03 AM CDT
Date

**APPROVED AS TO FORM AND
LEGALITY:**



Metropolitan Attorney

8/4/2023 | 10:20 AM CDT
Date

"See Previous Page"

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANT BUDGET				
AGENCY NAME: Metro Office of Family Safety				
FUND SOURCE: VSSG				
SOLICITATION IDENTIFICATION TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$163,370.00	\$0.00	\$163,370.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$11,000.00	\$0.00	\$11,000.00
11, 12	Travel, Conferences & Meetings ²	\$50,255.00	\$0.00	\$50,255.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$224,625.00	\$0.00	\$224,625.00

¹ 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)

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Office of Family Safety

FUND SOURCE: VSSG

SOLICITATION IDENTIFICATION TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Interpersonal Violence Quality Assurance Advocate, 12 month salary and fringe, 100% time on project.	\$80,070.00
Position 2: Interpersonal Violence Crisis Advocate, 12 month salary and fringe, 100% time on project	\$78,300.00
Position 3: Interpersonal Violence Quality Assurance Advocate, 12 month salary and fringe adjustment, 100% time on project	\$1,000.00
Position 4: Inter Personal Violence Quality Assurance Advocate, 12 month salary and fringe adjustment, 100% time on project	\$1,000.00
Position 5: Inter Personal Violence Quality Assurance Advocate, 12 month salary and fringe adjustment, 100% time on project	\$1,000.00
Position 6: Inter Personal Violence Quality Assurance Advocate, 12 month salary and fringe adjustment, 100% time on project	\$1,000.00
Position 7: Inter Personal Violence Quality Assurance Advocate, 12 month salary and fringe adjustment, 100% time on project	\$1,000.00
TOTAL	\$163,370.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: keyboards, monitors, docking stations, pens, notebooks and creation, interperation, and printing of client materials	\$2,600.00
Sensitive Minor Equipment: 7 computers; one for each of the VOCA funded staff	\$8,400.00
TOTAL	\$11,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
ocal Travel: OFS will provide mileage for meetings, conferences, and trainings. > Mileage must be at State rate not Federal; unless agency policy has a rate lower than State rate then follow agency rate.	\$1,000.00
Training and Conferences Attended by Agency Staff: OFS will provide registration fees and travel expences for VOCA funded staff to attend to 1-2 conference(s).	\$15,703.00
Training and Conferences Attended by Administrativce Employees and MDT Partners: OFS will provide registration fees and travel expenses for those who manage the VOCA grant and/or VOCA funded staff to attend 1-4 conference(s) as well as partners of VOCA funded programs to attend 1-2 conferences.	\$33,552.00
TOTAL	\$50,255.00

MEMORANDUM

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

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

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

DATE: June 15, 2023

SUBJECT: Distribution of Grant Funds

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

Grant Award Type: **VOCA** DGA #: **77706 – VOCA/METH(End-6/30/2028)**

Authorized Agency: **Metropolitan Government of Nashville and Davidson County** Edison ID#: **NEW**

County Location: **19000**

Category #: **VOCA All 93140000 Support Services**

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

This grant includes indirect costs: Yes No

This is a VOCA grant that contains a National Emergency Pandemic Mandatory Match Waiver: Yes No

For questions or assistance regarding this contract, please contact **Claire Wisely** at claire.wisely@tn.gov or (615) 360-0374.

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

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
7/1/2023	6/30/2024	-			
Grantee Legal Entity Name				Edison Vendor ID	
Metropolitan Government of Nashville and Davidson County				4	
Subrecipient or Recipient		Assistance Listing Number: 16.575			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Grantee's fiscal year end			
Service Caption (one line only)					
VOCA, FJC					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24		\$386,875.00			\$386,875.00
TOTAL:		\$386,875.00			\$386,875.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart		Account Code			
FA00003360		County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

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

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

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

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

4. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

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

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Eighty Six Thousand Eight Hundred Seventy Five Dollars (\$386,875.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

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

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

Nashville, TN 37243

OBF.Grants@tn.gov

- 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 ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any

- federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Claire Wisely, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: claire.wisely@tn.gov
Telephone # (615) 360-0374

The Grantee:

Diane S. Lance, Department Head
Metro Nashville Office of Family Safety
730 2nd Ave South
Nashville, Tennessee 37210-2006
Email: dianelance@jnsnashville.gov
Telephone # (615) 880-3173

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

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

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract.

Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

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

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

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing

those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Contractor's Obligations.** The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. **Counterpart Clause:** This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.

- E.4. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. **State Sponsored Insurance Plan Enrollment.** The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.
- E.6. **Federal Funding Accountability and Transparency Act (FFATA).** This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:
- a. **Reporting of Total Compensation of the Grantee's Executives.**
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

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

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


- E.7. **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:

 JUN 07 2023

GRANTEE SIGNATURE RS2023-2204 DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER DATE

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

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



5/3/23
Date

Department Head
Office of Family Safety

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Kelly Flannery, Director of Finance
Department of Finance

5/17/2023 | 5:40 PM CDT
Date

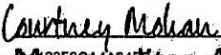
APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:


Director of Insurance

5/19/2023
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:


Metropolitan Attorney

5/19/2023
Date

"See Previous Page"

John Cooper
Metropolitan Mayor

Date

ATTEST:


Metropolitan Clerk

JUN 07 2023
Date

ID 3131

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

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VOCA

Required Information on Authorizing Agency:	Implementing Agency:
Name: Metropolitan Government of Nashville and Davidson	Name: Metro Nashville Office of Family Safety
Federal ID Number (FEIN): 62-0694743	Address: 730 2nd Ave South
DUNS Number: 078217668	
SAM Expiration Date: 2/6/2024	Nashville, TN 37210-2006
Fiscal Year End Date: 06/30	

Will You Have Any Subcontracts? No

Project Title: FJC

AUTHORIZED OFFICIAL - Contact Information

(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
John Cooper, Mayor	(615) 862-6015	diane.treadway@nashville.gov
1 Public Square	EXT:	
Suite 100		
Nashville, 37201-1646		

PROJECT DIRECTOR - Contact Information

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

FINANCIAL DIRECTOR - Contact Information

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

County/Counties Served (Type ALL if Statewide):

Davidson

U.S. Congressional District(s): 5

**Scope of Services/Project Narrative: Metro Nashville Family Justice Centers
Interpersonal Violence Advocates**

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description: This section should include a description of the specific problem(s), target population, geographic area that the proposed project will address, and current statistics and relevant facts to substantiate the need for the proposed project.

Below the prompts, please answer following questions and elaborate on the problem for intervention:

1. Please describe the problem(s) as specifically as possible, using current information and local data. Statewide or national data is not acceptable. TBI, local law enforcement, or some other repository of information, such as a community needs assessment, is acceptable if it is relevant to the specific community this grant is serving. Please cite the source.

This project focuses on victims of sexual assault, domestic violence, dating violence, and stalking victims in Nashville-Davidson County (population 715,884) spanning across 526 square miles of rural, suburban and inner city, the Metro Nashville's Service Area, MSA (population 2,013,506) spans across 14 counties, and the State of Tennessee (population 7,051,339).

Over 43% of all crimes against a person reported to police in Nashville are domestic violence offenses (TBI Crime in Tennessee, 2021 report for Nashville-Davidson County). With a national non-report rate of 47%, the number of victims needing assistance far exceeds the number of victims seeking police assistance. For this reason, Nashville opened a court-based Family Justice Center (JCAC) in 2014 and a community-based Family Justice Center (FSC) in 2019 – both managed by Metro-Nashville's Office of Family Safety (OFS). In 2022 OFS provided victim advocacy for 12,419 client visits.

2. Please cite current demographics, service count, and other data to illustrate understanding of your community's victim services programs. Please use individuals as a method of service count, not bed nights, or the number of times a service was completed.

Metro's Office of Family Safety's (OFS) work focuses on assisting victims of interpersonal violence. Most victims assisted by OFS's Interpersonal Violence Advocates are victims of domestic violence, sexual assault, and human trafficking. Many of the victims that OFS assists have suffered chronic and life-threatening victimization and trauma from offenses such as attempted murder, strangulation, and rape. In assisting abuse victims, OFS's Interpersonal Violence Advocates provided 23,281 safety enhancements in 2022 which included the following: 3,224 individualized safety plans, domestic violence education for 2,573 client visits, strangulation education for 1,113 client visits. 1,504 Jacqueline Campbell assessments, 1,367 Order of Protection petitions and court accompaniment for 1,844 victims.

Additionally in 2022, OFS assisted 10,679 survivors that identified domestic violence as a victimization, 28 survivors that identified labor or sex trafficking as a victimization, and 449 survivors that identified stalking as a victimization. That same year, Metro's Office of Family Safety reviewed 7,102 Lethality Assessments (LAP) and 1,087 cases were reviewed by OFS's High Risk Intervention Panel. 56% of victims suffer strangulation (increasing homicide risk by 7.5x) and 38% have been threatened with or have had a weapon used against them (increasing risk by 20x). Domestic violence accounted for 18.1% of Nashville's overall homicides in 2022 with three young children being included in this number.

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

3. Provide a description of existing coordinated services for victims in the service area and a description of gaps and/or barriers.

Safety enhancements provided by OFS's Interpersonal Violence Advocates include: needs assessments, high risk case follow-ups, high risk intervention panel referrals, Smart 911 referrals, firearms identification form referrals, court assistance, victims compensation application assistance, volunteer attorney referrals, education on the cycle of violence and power and control, education on the severity of strangulation, shelter referrals/placement, Metro and non-profit partner referrals, reports to child and adult services, and supportive services to children accompanying an abused caregiver for services.

OFS is the Metro Department charged with coordinating service provision and partner coordination related to interpersonal violence. This is accomplished in OFS's court and community-based Family Safety Centers through client advocacy, training, outreach, and multi-disciplinary teams and Family Safety Center collaboration with co-located partners.

The coordination of services provided by interpersonal violence advocates in one place that an FJC provides and how that fills a gap and addresses barriers. Interpersonal violence advocates can support clients who experience barriers in having reliable transportation. The advocates ensure services are coordinated for clients to reduce those barriers. Additionally, LEP clients are best served by bilingual advocates who can coordinate services and support them navigating the criminal justice system. All services are free, confidential, and do not require clients to engage with courts or law enforcement if they do not wish to.

OFS has several CCRs including the High-Risk Intervention Panel that meets weekly to plan and implement appropriate assessments and interventions, and victim response for the highest risk domestic violence victims in Davidson County. This CCR includes partnership with domestic violence shelter providers.

4. Will these funds remove/decrease these gaps and/or barriers? Please cite current data (from this organization and/or other relevant sources), including geographic, economic, social, etc.

OFS's Interpersonal Violence Advocates assist with urgent safety and medical concerns, such as connecting clients to shelter and medical providers to examine head trauma and strangulation injuries. These essential positions provide in-person co-located interpersonal violence crisis resources in Nashville's Family Safety Centers. These funds will decrease barriers clients will experience seeking services by ensuring trauma-informed staff are available in both centers and can support and coordinate services for clients thus enhancing their safety. In addition to the coordination of services with co-located partners including but not limited to the General Sessions Courts, MNP, and non-profit partners, interpersonal violence advocates will ensure clients receive the services they need. Interpersonal Advocates provide the following Safety enhancements efforts for clients:

5. Please list the **specific counties** this program will serve and *how* each county will be served. Please include whether or not there is staff, or a physical facility dedicated solely to that county.

This program will serve clients in Metropolitan Nashville & Davidson County. Services are offered in Nashville's two (2) Family Justice Centers. The Metro Office of Family Safety is a

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

unit of the Metropolitan Government of Nashville-Davidson County. All staff are located at Nashville & Davidson County's two-family justice centers.

Needs Statement: Please demonstrate the needs relevant to the problems listed above and provide a clear statement of how funding will support the overall success of the project and the project's value to victims served by Family Justice Centers. The needs statement justifies the request for funding. It utilizes data from the problem statement above to identify resource gaps.

1. What are the **specific needs** that should be addressed in order for this project to solve or improve the above problem(s)? How will victim's needs be addressed with these funds? Delineate whether the organization is currently providing these services or if they will be added services based on this proposal.

Need/Service Gap 1: OFS needs highly trained Interpersonal Violence Advocates positions to provide the following essential services: Order of Protection petition assistance, safety planning, danger/risk assessment and explanation, victims compensation application assistance, High Risk Case follow-up, High Risk Intervention Panel referral, Smart 911 referral, Firearm Identification Form referral, Court preparation, support and accompaniment, volunteer attorney referral for high risk clients, education on the cycle of violence and power and control (including education to female inmates as needed), education on life threatening consequences of strangulation, risk alerts regarding LAP/Danger Assessment, strangulation and firearm history, follow-up calls, texts and emails (including client calls to OFS reception phone lines), assistance via the Live Chat function on the OFS website, case management, resource connections and referrals (including shelter, civil-legal, referrals to adult & child protective services, referrals to Metro and non-profit partners, food, transportation, hygiene products and COVID19 related relief programs), safety and supportive service assistance with children accompanying abused caregiver. Without these positions, OFS will not be able to meet the current and growing demand for crisis services at Nashville's two-Family Justice Centers. OFS's Interpersonal Violence Advocates provided 23,281 safety enhancements in 2022 which included the following: 3,224 individualized safety plans, domestic violence education for 2,573 client visits, strangulation education for 1,113 client visits. 1,504 Jacqueline Campbell assessments, 1,367 Order of Protection petitions and court accompaniment for 1,844 victims.

Need/Service Gap 2: OFS's intern/volunteer program needs connection to Interpersonal Violence Advocates in their work with clients and their accompanying children to ensure clients are receiving the best care possible and OFS is meeting the demand for services. In 2022, OFS utilized 46 volunteers that provided 6,629 hours to assist Interpersonal Violence Advocates in this way. Without these volunteers and the volunteer supervision provided by Interpersonal Violence Advocates, OFS would not be able to meet client demand for services.

PURPOSE

This section should include the goal(s) and objectives of the project.

Goals should be broad but measurable statements about what the project intends to accomplish long term. Goals should flow directly from the needs statement and align with the organization's mission.

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 4)**

Objectives should be specific, measurable, realistic and focused on the immediate or short-term impact of the project. Objectives should include: Who (Target Population), What (Desired Measurable Change), How (Project Activity).

The objective ties to the goal, which links back to the needs statement.

Goal 1: For Metro's Office of Family Safety to enhance the safety of victims of interpersonal violence.

Objective 1.1: For OFS Interpersonal Violence Advocates to assist the growing number of victims requiring assistance at Nashville's two-Family Justice Center locations or remotely.
Objective 1.2: Provide accessible safety efforts to clients at the court- and community-based Family Justice Centers.

Goal 2: Engage in effective collaboration with professional partners of the FJC's multi-disciplinary teams.

Objective 2.1: For the Interpersonal Violence Advocates to promote seamless referrals and service provision between service providers, positive communication, and victim-centered experiences.

Objective 2.2: For Interpersonal Violence Advocates to provide supportive services (safety enhancing efforts) to court-based victims of domestic violence (includes elder abuse and generational violence), sexual assault, and human trafficking.

ACTIVITIES

Activities are the specific actions conducted to achieve the project objectives.

*This section should describe in specific detail the planned activities, major interventions or program elements designed to accomplish the goals of the project. **Each objective should have at least one activity, but no more than four.** For projects requesting multi-year funding, describe and delineate how activities may change over the period of the grant, if at all. Ensure that activities include actual organizational practices such as intake, maintaining a crisis line, and outreach. Delete any unused goals/activities.*

Goal 1: For Metro's Office of Family Safety to enhance the safety of victims of interpersonal violence.

Objective 1: For OFS to have Interpersonal Violence Advocates to assist the growing number of victims needing assistance at Nashville's two-Family Justice Centers.

Activity 1:1

To train all VOCA grant-funded employees and keep VOCA employee training current.

Goal 2: To ensure accessible safety efforts are provided to clients at the Family Safety Centers.

Objective 2.1: For Interpersonal Violence Advocates to provide supportive services (safety enhancing efforts) to victims of domestic violence (includes elder abuse and generational violence), sexual assault, and human trafficking.

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 5)**

Activity 2:1 For OFS clients to be offered the full array of safety enhancement efforts that suit their safety and language needs. Safety Enhancement efforts include:

- high risk case follow-ups
- high risk intervention panel referrals
- Smart 911 referrals
- firearms identification form referrals
- victims' compensation application assistance
- education on the cycle of violence and power and control
- education on the severity of strangulation
- shelter referrals/placement, referrals to Metro and non-profit partners
- reports to child and adult services

Objective 2.2: For Interpersonal Violence Advocates to provide supportive services (safety enhancing efforts) to court-based victims of domestic violence (includes elder abuse and generational violence), sexual assault, and human trafficking.

Activity 2.2. For OFS clients to be offered the full array of court based safety enhancement efforts that suit their safety and language needs. Court based safety enhancement efforts include:

- court assistance
- volunteer attorney referrals
- assistance with Early Intervention Meetings
- court escorts
- court safety planning
- assistance with order of protection extensions and modifications

Objective 2.3 For OFS's Interpersonal Violence Advocates to assist with the following FJC priorities that ensure a welcoming and supportive environment.

Activity 2.3: For OFS to ensure OFS's Interpersonal Violence Advocates remain trained and up to date on the provision of all safety enhancement offerings.

Activity 2.4: Greet and welcome clients, introduce clients to the services provided, conduct needs assessments, connect client to first FSC or JCAC service provider, orient client to building amenities, alert appropriate staff or volunteers if there are accompanying children, , assist in preparation for all multi-disciplinary team meetings, trainings and outreach efforts, assist with data gathering and compilation, help ensure efforts are not duplicated to increase efficiency for clients, and support seamless communication between Centers and with FJC partners working to jointly assist OFS clients.

Goal 3: To reduce trauma and increase support experienced by children of abused caregivers at the FSC and JCAC.

Objective 3.1: For OFS's Interpersonal Violence Advocates to follow best practices, policies and procedures when interacting with children accompanying an abused caregiver at the FSC & JCAC.

Activity 3.1: For all OFS's Interpersonal Violence Advocates to be fully trained on policies and procedures related to children visiting both FJCs, including best

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 6)

practices and trauma-informed interactions with children that experience violence in their homes.

Activity 3.2: For all OFS's Interpersonal Violence Advocates assist with any child safety and support needs.

Activity 3.3: For all OFS's Interpersonal Violence Advocates to provide supportive services to children accompanying an abused caregiver for services.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

This section should include a comprehensive timeline with concrete implementation and execution dates for above goals, objectives, and activities. The structure of the timeline should be feasible and outline the best scenario for achieving goals and objectives.

- All activities listed above should be included in the timeline below.
- List which specific staff position will be responsible for the activity—do not list “all staff”
- List the date the activity will be completed—some activities may have a specific date like October 7, 2022, but other activities may occur quarterly, or daily, for example.
- Please additionally include information on oversight or project review such as a quarterly review of data by project leadership for the purposes of adjusting / enhancing services.

Please add additional lines as necessary.

ACTIVITY FROM ABOVE SECTION	STAFF POSITION TO COMPLETE	DATE OF COMPLETION
1 Hire Interpersonal Violence Advocates for any vacant positions	OFS Department Head and/or Director of Outreach & Development	30 days and ongoing
2 Training on crisis advocacy work including safety enhancing efforts skills/expertise needed to work with high-risk victims.	Assistant Director of Training and Strategic Initiatives & OFS Client Services leadership	30-60 days and ongoing
3 Provide interpersonal violence education and follow up with clients. <ul style="list-style-type: none"> a. Conduct high risk case follow-ups b. education on the cycle of violence and power and control c. education on the severity of strangulation 	Interpersonal Violence Advocates	Upon hiring and contract execution/ ongoing
4 Conduct needs assessments with clients and referrals to partner agencies. <ul style="list-style-type: none"> a. victims' compensation application assistance as needed. 	Interpersonal Violence Advocates	Upon hiring and contract execution/ ongoing

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 7)

<ul style="list-style-type: none"> b. court assistance as needed c. Make reports to child and adult services as needed. d. high risk intervention panel referrals e. Smart 911 referrals f. firearms identification form referrals g. provide shelter referrals/placement h. Provide referrals to Metro and non-profit partners 		
<p>5 Provide supportive services to children accompanying an abused caregiver for services</p>	Interpersonal Violence Advocates	Upon hiring and contract execution/ ongoing
<p>6 Train on how to interact with children in a way that increases feelings of being Safe, Seen, Soothed and Secure.</p> <ul style="list-style-type: none"> a. Be fully trained on policies and procedures related to children visiting both FJCs, including best practices and trauma-informed interactions with children that experience violence in their homes. 	Assistant Director of Training and Strategic Initiatives & Interpersonal Violence Advocates	60 Days and ongoing
<p>7 Streamline data entry for reporting – including Family Justice Center partner data</p>	Interpersonal Violence Advocates	Ongoing monthly, quarterly, and annually
<p>8 Continue the process routine of quality assurance checks on database, for improved client flow and services.</p>	Interpersonal Violence Advocates	Ongoing
<p>9 Identify and assist with any database adjustments needed</p>	Interpersonal Violence Advocates	Ongoing
<ul style="list-style-type: none"> i. Continue annual interpersonal violence advocacy training. 	Assistant Director of Training and Strategic Initiatives	Ongoing

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

INTENDED OUTPUTS:

*Outputs are the number of people reached, number of services rendered, trainings provided, items provided etc. An organization achieves outputs through the activities described above and by utilizing the inputs (detailed below) to which the organization has access. Select each field that applies to the proposed project and insert a projection of the total outputs generated by the organization's project (for one year). OCJP requires that the outputs attributed to the project be **based upon OCJP funded staff/services only**, not for the entire organization.*

Please enter the estimated number of individuals expected to present one year with the following victimization types:

Adults Sexually Abused/Assaulted as Children	
Adult Sexual Assault	50 per year
Adult Physical Assault (Includes Aggravated and Simple Assault)	
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	
Child Pornography	
Child Sexual Abuse/Assault	
Domestic and/or Family Violence	800 per year
DUI/DWI Incidents	
Elder Abuse or Neglect	60 per year
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, please explain:	
Human Trafficking: Sex	
Human Trafficking: Labor	
Identity Theft/Fraud/Financial Crime	
Kidnapping (non-custodial)	
Kidnapping (custodial)	
Mass Violence (Domestic/International)	
Other Vehicular Victimization (e.g., Hit and Run)	
Robbery	
Stalking/Harassment	40 per year
Survivors of Homicide Victims	
Teen Dating Victimization	
Terrorism (Domestic/International)	
Other	
If other, please explain:	

Choose only the services that the organization regularly provides, and regularly provides well. OCJP does not want, nor expects every service to be selected. These are services as provided by the grant. For clarification on the services listed below, please see [OVC Performance Measurement Dictionary and Terminology Resource](#).

NOTE: *If the organization refer clients to an organization that assists with visa assistance, this would be counted as "Referral to other services..." not Immigration assistance. If the organization makes a referral, or*

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 9)

asks someone externally, for interpretation, this would also be "Referral to other services..." not Interpreter services. Interpreter services should only be selected if this proposal has an interpreter paid by this grant or if there is funding for translation services paid by this grant.

Projected number of individuals who will be assisted with a victim compensation application annually through this project: (REQUIRED)

Projected number of individuals who will be assisted with a victim compensation application annually through this project	15
---	----

Please enter the estimated number of times the services are expected to be provided with VOCA funds.

Information and Referral services annually through this project:

Information about the criminal justice process	1000 per year
Information about victim rights, how to obtain notifications, etc.	200 per year
Referral to other victim service programs	400 per year
Referral to other services, supports and resources (<i>includes legal, medical, faith-based organizations, address confidentiality programs, etc.</i>)	800 per year

Personal Advocacy/Accompaniment services annually through this project:

Victim advocacy/accompaniment to emergency medical care	
Victim advocacy/accompaniment to medical forensic exam	
Law enforcement interview advocacy/accompaniment	
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	
Performance of medical or nonmedical forensic exam or interview or medical evidence collection	
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	
Intervention with employer, creditor, landlord, or academic institution	
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	
Interpreter services	50 per year

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	950 per year
Hotline/crisis line counseling	
On-scene crisis response (e.g., community crisis response)	
Individual counseling	
Support groups (facilitated or peer)	
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	
Emergency financial assistance	

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 10)

Shelter/Housing services annually through this project:

Emergency shelter or safe house	
Transitional housing	
Relocation assistance (includes assistance with obtaining housing)	

Criminal Justice/Civil Justice System Assistance services annually through this project:

Notification of criminal justice events	200 per year re: orders of protection
Victim impact statement assistance	
Assistance with restitution	
Civil legal assistance in obtaining protection or restraining order	
Civil legal assistance with family law issues	
Other emergency justice-related assistance	
Immigration assistance	
Prosecution interview advocacy/accompaniment	Note: While we do not accompany victims during the prosecutor's meeting – we do meet with nearly all victims immediately after their meeting with the prosecution before and on the day of court. We accompany all victims to their prosecution meetings but do not join the meeting.
Law enforcement interview advocacy/accompaniment	
Criminal advocacy/accompaniment	
Other legal advice and/or counsel	

Applicants may add additional outputs but must have a process for tracking.

Domestic violence victims will be assisted by the VOCA grant-funded Interpersonal Violence Advocates per year.	500 individuals

INTENDED OUTCOMES (Results)

*Outcomes describe the difference the project will make for its participants and/or the community as a whole. Short-term outcomes typically represent changes in knowledge, attitudes, or awareness. The outcomes for a project should be **measurable** based upon a set of defined criteria. Project outcomes should tie back to the goals and objectives. Outcomes answer "What impact will the project make on its target population?"*

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 11)**

Required outcomes of all OCJP funded projects

Do not delete any of these:

Victims report that their sense of safety and security has increased.

"My immediate sense of safety and security has increased as a result of the services I received from this organization."

Victims report an increase in knowledge about victim services.

"I am more knowledgeable of the services and community resources available to victims."

Victims report an increase in knowledge about the criminal justice system.

"I am more knowledgeable about the criminal justice system."

Victims express satisfaction with services.

"I am satisfied with the services I have received through this organization."

Victims report an improved ability to plan for their safety (required only for shelters).

"I know more ways to plan for my safety."

Applications must include at least one of the outcomes listed below:

Delete ones that are not utilized.

Victims report a decrease in the level of vulnerability by identifying a support system. (Decrease in isolation).

"I have identified a support system to help me address my victimization."

Victims report that their quality of life is improved because set goals have been accomplished. (Increase in victims' perceived quality of life).

"This organization helped me achieve the goals I set out to accomplish."

INPUTS

Once the project has been logically planned, please identify the resources necessary to carry out that plan. The **inputs** will be converted into **outputs and outcomes** via the **activities** described above. This section should describe the resources the project requires to conduct its activities and to achieve its goals and objectives. The inputs are the staff, the volunteers, the donated items, etc. that the project has that will contribute to the success of the proposed project.

1. Describe the project's use of evidence-based services. Please also include information on mental health and/or substance abuse services on site and referrals through a contracted partnership with community resources.

The Family Intervention Program of the Metro Nashville Police Department is co-located in the Family Safety Center and will continue to offer therapy and crisis intervention services. Additionally, OFS interpersonal violence advocates will provide referrals to all relevant mental health and/or substance abuse service providers as guided by needs assessments.

2. Describe how the organization ensures clients are receiving trauma informed services.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 12)

OFS staff will continue offering evidence-based services including safety planning and the Campbell Danger Assessment to decrease survivor risk. Additionally, OFS needs will ensure all services are accessible despite language, disability, and other areas of marginalization.

3. Describe how the organization educates clients on the impact of trauma, specifically how trauma affects brain architecture, especially as it relates to ACEs and the reparative tools that build resiliency in victims and children.

Interpersonal Violence education is a safety enhancement effort offered to clients by all interpersonal violence advocates. Clients are educated the cycle of violence and power and control, the life-threatening consequences of strangulation and firearms, safety planning, and other aspects of client education. OFS will continue to provide onboarding and continuing training to all Interpersonal Violence Advocates, particularly on topics relating to trauma-informed care, ACEs, and brain development so Interpersonal Violence Advocates may educate clients on these topics.

4. Detail how the organization will create broad awareness of the services that this project will provide.

OFS will promote awareness of services through trainings available across the nation, MDTs, social media, and awareness events, and community services offered by community advocates. OFS and its many professional partners will continue to ensure the community at large knows of the services provided at the FSC.

5. Does your agency use volunteers in any capacity? Please briefly describe how you use volunteers at your agency. For volunteers within this program, how are these volunteers trained?

OFS's intern/volunteer program assists OFS's Interpersonal Violence Advocates in their work with clients and their accompanying children. Interns/volunteers receive robust onboarding and are trained by Interpersonal Violence Advocates and other professionals as coordinated by the Assistant Director of Training and Strategic Initiatives. OFS will continue to recruit, train and utilize interns to assist with interpersonal violence advocacy and the support of accompanying children.

6. Describe how the organization is gaining support from other funders for additional support for the project.

The Metropolitan Government of Nashville-Davidson County's operating budget is \$1,105,502,500. The Office of Family Safety Budget (special purpose and general funds) is \$3,576,600. VOCA funds would fund significantly less than 80% of this entire project.

7. Sustainability plan: Describe how the organization will plan for sustaining this project in the future if federal funding decreases or discontinues. Be specific in identifying additional funding sources and strategies to support the program long-term.

OFS makes projections and requests in hopes of additional city funding to sustain essential services. Nashville is also well-positioned for other federal grants (such as Justice for Families) as a national model for community- and court-based Family Justice Centers with affiliation status by the Alliance for Hope.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 13)

8. Budget Information: Provide a list of every item listed in the proposed budget and the estimated cost. Then provide a provide a 1 - 2 sentence summary that specifies how the item is relevant to serving victims of crime and how/where it would be used.

Example: Cell Phones. 2 @ \$300 per month. One phone is provided to the executive director of the shelter for the purpose of maintaining contact with shelter staff at all times. One phone is provided to an on-call advocate who works remotely.

Example: Supplies for Shelter at \$5,000. This funding is for office supplies and misc. items necessary for administering shelter services. These supplies are 100% focused on administering services to crime victims.

Proposed budget items are:

Salary and Fringe Benefits: \$385,500 for Salary and Fringe benefits. OFS is requesting funding for salary and fringe benefits for five (5) Interpersonal Advocates to be funded 100% by VOCA.

Travel, Conferences & Meetings: \$1,375 for OFS is requesting for travel to Statewide meetings, trainings, and/or National conferences. These funds are to ensure OFS's Interpersonal Violence Advocates and/or those that manage them remain trained and up to date on trends in the field and the provision of all safety enhancement offerings.

9. Attach job descriptions for all positions funded under the proposed budget.
Job descriptions for advocates are attached.

COLLABORATION ACTIVITIES

Collaboration is a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship of organizations and individuals. All Family Justice Centers seeking funding must engage in ongoing, meaningful collaboration with other organizations to achieve similar goals. Priority will be given to collaborative partnerships that focus on individuals who belong to underserved communities (rural, elder, LGBTQ+, black, latinx, indigenous, differently abled, etc.)

- A. Describe the working relationship with key partner organizations including all organizations with on-site presence at the Family Justice Center. How does the collaboration benefit clients and improve the coordinated community response to the problem? Attach MOUs to the application.

Metro's Office of Family Safety (OFS) is the lead Family Justice Center department. As such, coordination and collaboration with Metro and non-profit partners is essential. The following are OFS' collaborative partners:

1. **Legal Aid of Middle Tennessee and the Cumberland (LAS)**

Collaboration: LAS is an FSC onsite and remote partner. LAS provides onsite legal assistance at the FSC and in court as well as volunteer attorney assignment to high-risk OFS clients referred by Interpersonal Violence Advocates. LAS is a MOU partner and a member of FSC's leadership team. This collaboration ensures clients have access to civil legal support from an attorney should they be interested and qualify. free civil legal representation for high-risk interpersonal violence victims through the CLA Program. This program creates a streamlined process for victims to apply for free legal representation for their Order of Protection (OP) hearing. Without these

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 14)

volunteer attorneys, victims are left representing themselves alone in court, often responding to direct questioning by their offender or offender's attorney.

2. YWCA of Middle Tennessee

Collaboration: The YWCA is Metro's hotline partner for the implementation of the LAP, Maryland Model. The YWCA prioritizes shelter space for LAP high risk clients. The YWCA is a member of the High Risk Intervention Panel, Domestic Abuse Death Review Team, and the LAP. The YWCA is a MOU partner and member of the FSC's leadership team. This partnership ensures clients served by interpersonal violence advocates

3. Mary Parrish Center

Collaboration: Mary Parrish Center assists in organizing the Office of Family Safety Survivor Committee to assist with Family Justice Center strategic planning. Mary Parrish Center has one employee located at the FSC to assist with housing. Mary Parrish receives Community Partnership funds and American Rescue Plan funds from OFS. Mary Parrish is a MOU partner and a member of FSC's leadership team.

4. Agape / Morningstar

Collaboration: Agape provides all after-hours order of protection advocacy services at the FSC, funded in part by Metro's Community Partnership and American Rescue Plan funds. Morning Star Sanctuary is a MOU partner and a member of FSC's leadership team.

5. Sexual Assault Center (SAC)

Collaboration: SAC is a team member of Metro's Sexual Assault Response Team and a member of a committee reviewing Metro's response to sexual assault cases. The Sexual Assault Center has one onsite employee and receives direct appropriation funds. SAC is an MOU partner.

6. You Have the Power (YHTP)

Collaboration: YHTP is a member of the Office of Family Domestic Abuse Death Review Team. YHTP is a MOU partner.

7. Nashville Children's Alliance (NCA)

Collaboration: NCA is a fully co-located partner of the FSC, a MOU partner, and a member of the FSC's leadership team.

8. Department of Children Services (DCS)

Collaboration: DCS's investigative division is fully co-located at the FSC. DCS is a member of FSC's leadership team.

9. Metro Police Department

Collaboration: MNPDP's Interpersonal Violence Branch and Family Intervention Program are fully co-located FSC partners. MNPDP is an MOU partner and a member of FSC's leadership team.

10. Office of the District Attorney General

Collaboration: The DA office has two office suites at the FSC for its domestic violence, sexual assault, and child sex abuse prosecutors and investigators. Additionally, the DA's office utilizes the JCAC on a daily basis to meet with cases and

to collaborate with OFS's Interpersonal Violence Advocates to better meet the safety needs of victims. The DA's office is an MOU partner and member of the FSC's leadership team.

11. Davidson County Sheriff's Office

Collaboration: The Sheriff's Office provides all security for the FSC and JCAC.

12. General Sessions & Circuit Court

Collaboration: General Sessions and Circuit Court allow victims to utilize the JCAC during in-court hours and to receive the assistance of OFS Interpersonal Violence Advocates during court and for Order of Protection assistance. OFS typically meets quarterly with General Sessions Court Probation and BIPs to review high risk probation cases and offer the victim's perspective on the offender's lethality and any information about non-compliance with probation.

A. How does your community engage in multi-disciplinary meetings and task forces to review your community's response to victims in order to enhance victim services? Please describe your project's involvement with these meetings.

OFS coordinates Interpersonal Violence Taskforces to review and collaborate on response to victims. Additionally, OFS coordinates the High Risk Intervention Panel which is an MDT that works to identify high-risk domestic violence cases and create individualized intervention plans that incorporate the entire response system to increase victim safety and hold offenders accountable.

B. Describe how this project meets the needs of underserved and culturally specific clients. Examples of these groups might include: differently abled, elderly, and culturally specific (racial minorities, LGBTQ and other marginalized populations).

OFS will prioritize the hiring of bilingual interpersonal violence advocates to ensure LEP clients have the best quality of care. OFS has an accessibility plan as well. The interpersonal violence task forces include elder abuse and OFS also has a robust training program that ensures staff are trained to serve all victims of interpersonal violence. OFS has also been emphasizing its outreach efforts to ensure marginalized communities across the county know the FJC exists.

DATA COLLECTION PROCEDURE

Describe the data collection procedures this organization will undertake to collect and report the outputs and outcomes of the planned services or interventions (case records, stakeholder questionnaires, client satisfaction surveys, training surveys, etc.).

1. What database or system of collection will be utilized to organize information?

OFS will use its current Access-based database system designed by Metro IT until the permanent client database is established. Metro Procurement has selected a vendor and is currently negotiating the contract for this new case management database.

2. Who will collect the data and ensure that it is accurate?

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 16)**

Interpersonal Violence Advocates will track data daily related to the number of clients served, victimizations, demographics, and services provided. The Assistant Director of Client Operations will lead weekly quality assurance processes to correct any potential errors or omissions in data collection. The Assistant Director of Client Operations will also run reports monthly to provide an additional layer of screening for data integrity.

3. How will grant funded activities be documented? If staff will be funded only partially by grant funds, describe the system to provide accurate accounting of time spent specifically on the OCJP-funded project.

VOCA funded staff will be funded 100% by OCJP grant funds. A signed Certification of Time Charged to a Single Federal Award form will be used for 100% funded staff.

4. Describe how the organization will use the data collected to evaluate the goals of the project and the work performed and plan accordingly. Include how often data will be evaluated and which positions will be involved.

The Assistant Director of Client Operations will provide client services statistics monthly to the OFS Department Head and Executive Leadership team to track progress on goals. At these monthly meetings, any issues with data or completing outcomes will be noted and the Assistant Director of Client Operations will provide coaching to interpersonal violence advocates, as needed. Client surveys are implemented by advocates daily and reviewed monthly by the Assistant Director of Client Operations Executive Leadership team. This data is used to evaluate services provided to clients by staff and partners.

5. Explain the Family Justice Center's policies and procedure regarding sharing data/information with partner agencies. This can include how client-specific information is released. Please explain.

OFS complies with OCJP and VOCA confidentiality guidelines and does not share information not covered by up-to-date releases. All clients served receive a notice of confidentiality rights and procedures. OFS will share anonymized data with on-site and drop-in partners at the quarterly FSC Leadership Meeting to evaluate the overall services provided at the Family Safety Center. On-site partners will also provide OFS with anonymized client data for the OFS Annual Report.

PROJECT SUMMARY

Applicants must provide a project **summary** that includes the applicant's name, title of project, the goal(s) of the project, type of programs to be implemented, a **brief** description of strategies to be used, major deliverables, and coordination plans. The project summary must not exceed one-half page, or 200-300 words. This section helps the federal/state funder understand the project.

This grant will be awarded to the Metropolitan Government of Nashville-Davidson County, specifically the Office of Family Safety. The title of this project is Metro Nashville Family Justice Centers Interpersonal Violence Advocates. This project will fund trained Interpersonal Violence Advocates to provide services to survivors of Domestic Violence, Adult Sexual Assault, Stalking/Harassment, and Survivors of Homicide Victims. Services, including safety planning, Order of Protection services, Danger Assessment, high risk case follow-up, court assistance, victims' compensation application assistance, reports to child

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 17)**

and adult services, supportive services to children accompanying an abused caregiver for services, resources, and referrals, needs assessments, violence education, along with many other services, will be provided to survivors on-site at the Family Safety Centers or remotely. This project will ensure the Metro Office of Family Safety is able to continue to meet the demand for services and provide accessible safety efforts to clients at the court- and community-based Family Justice Centers. This project will also support the goal of maintaining effective collaboration with professional partners of the FJC's multi-disciplinary teams.

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

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

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

GRANT BUDGET LINE-ITEM DETAIL:

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

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: Family Justice Center

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

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

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

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	2020-V2-GX-0012
Federal award date	9/17/2020
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2019; 9/30/2023 Ext:
Subaward (Federal Award) Budget Period Start and End Date	10/1/2019; 9/30/2023 Ext:
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575;Victims of Crime Act 2020
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's(Sub-Recipient) end date	6/30/2024
Amount of federal funds obligated by this grant contract	\$386,875.00
Total amount of federal funds obligated to the subrecipient	\$386,875.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$34,273,320.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	FJC
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Claire Wisely claire.wisely@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


Certificate Of Completion

Envelope Id: 880A5583EFE043E7AEF52BBA073B3696	Status: Completed
Subject: Complete with DocuSign: OFS VOCA FSC Victim Services 24 Ready rv.pdf	
Source Envelope:	
Document Pages: 62	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Juanita Paulson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.190


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Signer Events	Signature	Timestamp
Ernest Franklin		Sent: 8/4/2023 9:11:18 AM
Ernest.Franklin@nashville.gov		Viewed: 8/4/2023 9:16:52 AM
Security Level: Email, Account Authentication (None)		Signed: 8/4/2023 9:17:59 AM
	Signature Adoption: Pre-selected Style	
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Electronic Record and Signature Disclosure:
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Aaron Pratt		Sent: 8/4/2023 9:18:03 AM
Aaron.Pratt@nashville.gov		Viewed: 8/4/2023 9:41:16 AM
Security Level: Email, Account Authentication (None)		Signed: 8/4/2023 9:41:20 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

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 Not Offered via DocuSign

Kelly Flannery		Sent: 8/4/2023 9:41:23 AM
Kelly.Flannery@nashville.gov		Viewed: 8/4/2023 9:53:58 AM
Security Level: Email, Account Authentication (None)		Signed: 8/4/2023 9:54:13 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
 Accepted: 8/4/2023 9:53:58 AM
 ID: 41921210-d488-4e57-9c88-5ec3c8cbdf1d

Courtney Mohan		Sent: 8/4/2023 9:54:16 AM
Courtney.Mohan@nashville.gov		Viewed: 8/4/2023 10:10:41 AM
Security Level: Email, Account Authentication (None)		Signed: 8/4/2023 10:20:36 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/4/2023 10:10:41 AM
ID: ee7162f1-0d1e-404d-8443-d4447b39416f

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

Balogun Cobb

Sent: 8/4/2023 10:20:39 AM
Viewed: 8/4/2023 11:02:58 AM
Signed: 8/4/2023 11:03:08 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 11:02:58 AM
ID: 68a79099-1523-45e6-8a35-f760362b3fc4

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karina Valdez
karina.valdez@nashville.gov
Security Level: Email, Account Authentication (None)

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Sent: 8/4/2023 11:03:11 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 8:07:55 AM
ID: ec3de7a9-934b-431e-a2e7-878bc56f8182

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

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Sent: 8/4/2023 11:03:12 AM
Viewed: 8/4/2023 11:03:48 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 10:01:55 AM
ID: 92fd9acf-52ef-47a6-9aad-e3142e99f1aa

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/4/2023 9:11:18 AM
Certified Delivered	Security Checked	8/4/2023 11:02:58 AM
Signing Complete	Security Checked	8/4/2023 11:03:08 AM
Completed	Security Checked	8/4/2023 11:03:12 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure