GRANT SUMMARY SHEET

Grant Name: Hispanic, Child and Family VOCA Grant 24

Department: DISTRICT ATTORNEY

Grantor: U.S. DEPARTMENT OF JUSTICE

Pass-Through Grantor

(If applicable): TN OFFICE OF CRIMINAL JUSTICE PROGRAMS

Total Award this Action: \$252,204.00

Cash Match Amount \$0.00*

Department Contact: Mackenzie Britt

862-5500

Status: CONTINUATION

Program Description:

This team works with Hispanic victims of crimes, with child homicide families, and with child sexual and physical abuse victims and their families, who find the criminal justice system disorienting due to their limitations with language, with cultural understanding, maturity (especially in the case of child victims), and the psychological barriers associated with victimization. *When the DA's Office applied for this grant, it was understood that the application contemplated a split of 80% grant funding and a 20% Metro cash match. In the grant award, the OCJP waived the 20% match requirement but did not increased funding to cover the entire amount of the salaries. As such, the 20% needed to cover the full salaries will be coming out of the DA's Office general fund appropriations. It is not known if the match requirement will be waived again for future grant awards.

Plan for continuation of services upon grant expiration:

This Family Violence VOCA grant has been in effect in Nashville since 1984, and has always had the support of the Mayor, Council, and MNPD. There are no plans, at this time, to terminate funding at the federal level. Application is made to continue this project and service with general fund appropriations in the event that the grant would terminate.

Page 1 of 1

Grants Tracking Form

			Part	One				
Pre-Application ○	Application (Award Accept	ance 🖲	Contract Amendr	ment O		
Department	Dept. No.			Contact			Phone	Fax
DISTRICT ATTORNEY	019	Mackenzie Britt					862-5500	862-5599
Grant Name:	Hispanic, Child	and Family VOC	A Grant 24					
Grantor:	U.S. DEPARTMENT OF	JUSTICE			▼ Other:			
Grant Period From:	07/01/23		(applications only) A	nticipated Appl	ication Date:			
Grant Period To:	06/30/24		(applications only) A	pplication Dead	lline:			
Funding Type:	FED PASS THRU	•		Multi-Depar	tment Grant		If yes, list	below.
Pass-Thru:	TN OFFICE OF CRIMIN	IAL JUSTICE PRO€ ▼		Outside Cor	sultant Project:			
Award Type:	COMPETITIVE	•		Total Award	d:	\$252,204.00		
Status:	CONTINUATION	•		Metro Cash	Match:	\$63,051.00		
Metro Category:	Est. Prior.	•		Metro In-Kii	nd Match:	\$0.00		
CFDA#	16.575			Is Council a	pproval required?	▽		
Project Description:				Applic. Submit	ted Electronically?	✓		
This team works with Hispanic victims of crimes, with child homicide families, and with child sexual and physical abuse victims and their familes, who find the criminal justice system disorienting due to their limitations with language, with cultural understanding, maturity (especially in the case of child victims), and the psychological barriers associated with victimization. Metro Cash Match to be used for salaries. The salaries funded by the grant exceed the level of funding by the grant; however, OCJP has "waived" the match requirement so it doesn't show on the contract although OJCP recognizes the use of match								
This Family Violence VOCA grant has been in effect in Nashville since 1984, and has always had the support of the Mayor, Council, and MNPD. There are no plans, at this time, to terminate funding at the federal level. Application is made to continue this project and service with general fund appropriations in the event that the grant would terminate.								
How is Match Determined?			00.00/	0/		2		
Fixed Amount of \$		or	20.0%	% of Gran	τ	Other:		
Explanation for "Other" means of determining match: When the DA's office applied for this grant, it was understood that the application contemplated a split of 80% grant funding and a 20% Metro cash match. In the grant award the OCJP waived the 20% match requirement but did not increase funding to cover the entire amount of the salaries. As such, the 20% product to cover the full salaries will be coming out of the DA's Office general fund appropriations. It is not known if the match requirement will be waived. For this Metro FY, how much of the required local Metro cash match: Is already in department budget? \$68,200.00 Fund 10101 Business Unit								
Is not budgeted?				P	roposed Source of	Match:		
(Indicate Match Amount & So	urce for Remail	ning Grant Year	s in Budget Be	low)				
Other:								
Number of FTEs the grant wi	ill fund:		4.00	Actual num	ber of positions add	ded:	0.00	
Departmental Indirect Cost F	Rate		11.51%	Indirect Cos	t of Grant to Metro:		\$36,285.85	
*Indirect Costs allowed?	○ Yes ● No	% Allow.	0.00%	Ind. Cost Re	quested from Gran	tor:	\$0.00	in budget
*(If "No", please attach documen	tation from the g	rantor that indire	ct costs are not	allowable. Se	e Instructions)			
Draw down allowable?								
Metro or Community-based I	Partners:							
			Part Tw	0				

Tartino										
Grant Budget 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	\$252,204.00	\$0.00	\$0.00	\$63,051.00	10101.19101000	\$0.00	\$315,255.00	\$36,285.85	\$0.00
Yr 2	FY_									
Yr 3	FY_									
Yr 4	FY_									
Yr 5	FY_									
Tot	tal	\$252,204.00	\$0.00	\$0.00	\$63,051.00		\$0.00	\$315,255.00	\$36,285.85	\$0.00
	Da	ate Awarded:			Tot. Awarded:		Contract#:			
	(01	r) Date Denied:			Reason:	·				
	(01	r) Date Withdra	awn:		Reason:					

Contact: <u>juanita.paulsen@nashville.gov</u> <u>vaughn.wilson@nashville.gov</u>

Rev. 5/13/13 5732 JP

GCP Received 10/31/2023

MEMORANDUM

10.	Office of Business ar						
FROM:	Jennifer Brinkman, Director Office of Criminal Justice Programs						
CC:	Daina Moran, Deputy Ronald G. Williams, A Wendy Heath, Asst. I	Asst. Director; Q	uality Assurance				
DATE:	April 24, 2023						
SUBJECT:	Distribution of Grant	Funds					
OCJP respectfull	y submits the enclosed	completed contra	tet under a DGA for processing and entering into Edison.				
Grant Award Typ	e: VOCA		DGA #: 77706 - VOCA/METH(End-6/30/2028)				
Authorized Agend	cy: 20th Judicial Distri	ict Attorney Gene	eral's Office Edison ID#: NEW				
County Location:	19000						
Category #: voc /	A All 93140000 Support So	ervices					
-	et all the requirements to nance and Administratio	-	ds as determined by the Office of Criminal Justice Programs				
This grant include	es indirect costs: Yes	s ⊠ No					
This is a VOCA g	rant that contains a Nat	tional Emergency	Pandemic Mandatory Match Waiver: ⊠ Yes ☐ No				
For questions or a 4378.	assistance regarding thi	is contract, please	contact Rachel Pugh at Rachel.Pugh@tn.gov or (615) 360				
		STATE AGE	NCIES ONLY				
Match Source	(select all that apply):	<u>:</u>					
	☐ Cash	☐ In-kind	☐ Miscellaneous Appropriations				
Positions (if a	pplicable):						
	Number of Full-time:		Number of Part-time:				
			PROCESSING:				
Signed Grant	Contract Attached to I						
	Attached By (Initials):		Date Attached:				

AGRICULT AGRICULT 77986	GOVEF (cost reimbu	ırsement g	grant contrac	GRA t with a	NT CON a federal or Ten	TRAC	T local	governmental entity or their	
Begin Dat	e	End Date	9		Agency Track	king #		Edison ID	
	7/1/2023		6/30/2	024			•		
Grantee L	egal Entity Name							Edison Vendor ID	
20th .	Judicial District	Attorney	General's	Office	9			4	
Subrecipi	ent or Recipient		Assistance L	isting	Number: 16.57	75			
⊠ Տւ	ıbrecipient	-							
Re	ecipient		Grantee's fis	scal ye	ar end June 30				
Service C	aption (one line on	ıly)							
VOCA	, VWC - County								
Funding -	- State	Fe	ederal Interdepartmental Other TOTA		OTAL Grant Contract Amount				
FY24	Otato		252,204.00	mtoraoparamonto				\$252,204.00	
TOTAL:		\$2	252,204.00				\$252,204.		
								·	
Grantee S	election Process	Summary							
	etitive Selection	· · · · · · · · · · · · · · · · · · ·		The C	ompetitive Sele	ction prod	ess u	tilized was as per the DGA.	
Non-o	competitive Selec	tion							
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 CPO USE - GG					SE - GG				
other oblig									
other oblig	ations.	Account	Code	1000	-				

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, OFFICE OF CRIMINAL JUSTICE PROGRAMS AND 20TH JUDICIAL DISTRICT ATTORNEY GENERAL'S OFFICE

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 20th Judicial District Attorney General's Office, 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.
 - 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. <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 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 Fifty Two Thousand Two Hundred Four Dollars (\$252,204.00) ("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. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

- payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Subcontracting</u>. 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:

Rachel Pugh, Program Manager Department of Finance and Administration Office of Criminal Justice Programs 312 Rosa L. Parks Avenue, Suite 1800 Nashville, Tennessee 37243-1102 Email: Rachel.Pugh@tn.gov Telephone # (615) 360-4378

The Grantee:

Mackenzie C. Shankland, Director, Victim Witness Services 20th Judicial District Attorney General's Office 222 2nd Avenue North, Suite 500 Nashville, Tennessee 37201-1649 Email: MackenzieBritt@jisnashville.gov Telephone # (615) 862-5500

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

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

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

- D.13. 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. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. 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. <u>Strict Performance</u>. 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. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

20TH JUDICIAL DISTRICT ATTORNEY GENERAL'S OFFICE.

2011 JUDICIAL DISTRICT ATTORNET GENERAL S OFFICE:	
Jan Olyw L	4-19-23
GRANTEE SIGNATURE	DATE
The Honorable Glenn R. Funk, District Attorney General	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
Digitally signed by Jennifer Britann Date: 2023.05 24 15:56:05	
JIM BRYSON, COMMISSIONER	DATE

FILED:

METROPOLITAN GOVERNMENT OF

SIGNATURE PAGE

GRANT NO. Hispanic, Child and Family Advocacy VOCA # 50973

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

NASHVILLE AND DAVIDSON COUNTY	
Department Department	<u>10/27/2023</u> Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Levin (numbo/mfw	12/8/2023 3:20 PM CST
Director of Finance Department of Finance	Date
APPROVED AS TO RISK AND INSURANCE:	
Lora Fox	12/11/2023 7:11 AM PST
Director of Insurance	Date
Director or insurance	Date
APPROVED AS TO FORM AND LEGALITY:	
	12/11/2023 8:45 AM CST
_Courtney Molian	
Metropolitan Attorney	Date

Metropolitan Clerk Date 3019

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE

VOCA

OCJP JAG Priority Area

Required Information on Authorizing Agency:	Implementing Agency:		
Name: 20th Judicial District Attorney General's Office Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668	Name: 20th Judicial District Attorney General's Office Address: 222 2nd Avenue North, Suite 500		
SAM Expiration Date: 2/6/2024 Fiscal Year End Date: June 30	Nashville ,TN 37201-1649		
Will You Have Any Subcontracts? No			
Project Title: VWC - County			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)	Phone Number: E-Mail Address:		
The Honorable Glenn R. Funk , District Attorney General	(615) 862-5500 GlennFunk@jisnashville.gov		
222 2nd Avenue North, Suite 500	EXT:		
Nashville, TN , 37201-1649			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)	Phone Number: E-Mail Address:		
Mackenzie C. Shankland , Director, Victim Witness	(615) 862-5500 MackenzieBritt@jisnashville.gov		
222 2nd Avenue North, Suite 500	EXT: 136		
Nashville 37201-1649			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)	Phone Number: E-Mail Address:		
Nancy White , Director of Finance & Op	(615) 862-5500 NancyWhite@jisnashville.gov		
222 2nd Avenue North, Suite 500	EXT: 468		
Nashville , 37201-1649			
County/Counties Served (Type ALL if Statewide): Davidson			
U.S. Congressional District(s): 5			

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 1)

Scope of Services/Project Narrative Victim Coordinator (Davidson County)

Authorizing Agency: 20th Judicial District Attorney General's Office

Implementing Agency: 20th Judicial District Attorney General's Office

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Please answer the following questions and elaborate on the problem for intervention:

NOTE: If you are a currently funded agency with a County Victim Coordinator grant ending June 30, 2023, the narrative should contain information related to that specific population of victims currently being served.

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

In Nashville, Davidson County, our population has grown rapidly over the past few years. The US Census cites an estimated 715,884 individuals residing in Davidson County (2020). Regarding crime rates, the Metro Nashville Police Department cites an uptick in crime rates and more vulnerable victims measuring "Crime Rate Per 100,000" which includes 2015-5,050; 2016-5,094; 2017- 5,134; 2018-5,352; 2020 – 5,475- increasing each calendar year.

With this growth, we have an increased need for Victim Witness Coordinators. Specifically, for the Spanish-speaking victims that come through the court system each year who speak limited English or no English at all, and for the child victims of physical and sexual abuse. We recognize the obstacles that non-English speakers face and we strive to close any gaps in the criminal justice system. With this grant, we can fund 2 Victim Witness Coordinators who are native Spanish speakers to work with this population. The Metro Nashville Police Department statistics show 4,863 Spanish-speaking victim reports in 2012, 5,037 in 2013, & 5,362 in 2014. These numbers are based on reporting officers' collected data where the victim's ethnicity is reported to be "Hispanic."

Regarding child physical and sexual abuse, we have a very large number of cases in Nashville, Davidson County. The Tennessee Department of Health reported that in 2019 there was a total of 3,207 sexual assault victims under the age of 17 with Davidson County being the highest reporting county in total. The number of child sexual abuse reports by Metro Nashville Police Department was 829 in 2012, 776 in 2013, & 798 in 2014. Also, for child physical abuse, Metro Nashville Police Department shows 797

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

reports in 2012, 733 in 2013, & 672 in 2014. The District Attorney's Office prosecuted 275 child physical and sexual abuse cases in 2012, 254 in 2013, & 245 in 2014. Victims of child physical and sexual abuse are a vulnerable population due to their age. We aim to provide specialized care to this population with Victim Witness Coordinators who are trained in child trauma. With this grant, we can fund 2 Victim Witness Coordinators to work with this population.

From the organization's database, please cite current demographics, service count, and
other data to illustrate understanding of your agency's victim services programs. Please
use individuals as a method of service count, not the number of cases or times a service
was completed.

The victim demographics for our cases involving child sexual and physical abuse and Spanish speakers for the year of 2022 reflect we had approximately 87 Black, 349 Hispanic, 86 White, and 5 Other race victims. Out of those victims, 182 were male and 345 were female. There were 67 people aged from 0-12 years old, 65 people aged from 13-17 years old, 35 people aged from 18-24, 377 people aged from 25-59, 9 people aged from 60 plus and 1 person whose age was not reported.

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

Oftentimes, for victims of crime, going to court is terrifying because they do not know what to expect. Specifically, for Hispanic victims, as well as child victims & their families, there are added stressors on top of the regular anticipation of the court process. Those unique stressors include language limitation which can add to anxiety & distrust, cultural misconceptions, and various emotional and psychological issues that may have occurred due to their victimization. Hispanic victims face the major issue of the language barrier, which increases the risk of miscommunication of something being relayed regarding the court process, which then may lead to misunderstanding and distrust of the system. Also, in somewhat of the same sense, child victims do not have the language skills or understanding to comprehend a complex criminal justice system, without assistance. These child victims are vulnerable because they are so impressionable due to their lack of knowledge, age, and the crime committed against them. In child cases, there are also secondary victims. Often these secondary victims are family members of the children who were involved in the crime. They may also need services including meeting with a coordinator, detective, and/or prosecutor prior to testifying in court. The needs associated with a child victim are high-risk. The child victims depend on their guardians or siblings (secondary victims) to help them navigate the system and make sure their questions are answered about the court process. For the trial process, since it may take multiple days, we have a private safe space to which all victims are allowed. This is away from any offender that may be on bond and/or the offender's family members. This enables all victims to focus and be free of intimidation from these individuals and experience the court or trial process in a safe manner. The space is a place the coordinators can prepare victims for trial by explaining how testimony will work.

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

Finally, outside of providing trial assistance, it is important to keep all these victims informed about every aspect of the court process. Each victim has experienced trauma and has unique needs that require attention. Coordinators adhere to these needs and provide services including counseling referrals and assistance with filing victim's compensation which can assist victims with out-of-pocket expenses (medical bills, travel, relocation, etc.) incurred from the crime. They also provide updates regarding the court process as the case progresses so that the victim feels at ease and informed about their case.

Some gaps/barriers in service that we have identified include lack of free/affordable parking for court, lack of housing options, and lack of legal aid for these vulnerable populations. Without this grant, we would not have the funds for the 4 specialized Victim Witness Coordinators working with Hispanic victims and within our Crimes Against Children unit.

- 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.
 - These funds will decrease the gaps/barriers by providing 4 specialized Victim Witness Coordinators working with Hispanic victims and within our Crimes Against Children unit. Without these funds, we would need to request over \$300,000* in additional tax appropriation to continue the positions. However, if the Mayor/Council does not approve more funding, we would lose the Victim Witness Coordinators without the financial support from this grant.
 - *Retrieved from: General Government Employees Titles and Base Annual Salaries | Nashville Open Data Portal
- 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 District Attorney General's Office located in the county served.
 - This program will serve Davidson County by providing four specialized Victim Witness Coordinators working with marginalized crime victims, specifically Hispanic crime victims and Child Physical and Sexual Abuse victims. Court advocacy, support, and referrals are just a few things the specialized coordinators have been providing to those victims over the years with the assistance of this grant. There is staff and a physical District Attorney's office located in the county served.

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

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

1. What are the specific needs that should be addressed in order for this project to solve 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.

Nashville has specific needs that require Victim Witness Coordinators to be hired in order to meet those needs. For our Hispanic population we have Spanish speaking and multicultural coordinators who have been hired to help address the needs for these specific victims. For our Crime against Children cases, we have two coordinators to devote more attention to these families as those cases tend to be more involved and delicate to manage. Our specific needs are being met with these coordinators.

PURPOSE

This section should include the goals and objectives of the project. For each Goal stated, tie the Objectives and Activities beneath (Goal 1 / Objective 1.1, 1.2 / Activity 1.1, 1.2). **These are required goals and objectives**.

Goal 1: Improve Communication with Victims of Crime

Objective 1.1: Make and maintain victim contact with Victim Witness Coordinator.

Objective 1.2: Keep victim notified of their court dates and their constitutional rights to be present and participate.

Objective 1.3: Educate victims of their right to discuss the case with the prosecutor

Goal 2: Increase Victim Satisfaction with the Criminal Justice System

Objective 2.1: Educate Victims on Criminal Justice System

Objective 2.2: Help Victims Obtain Services and Benefits

Objective 2.3: Measure Performance

Repeat / Add Goals and objectives as necessary.

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. These are required goals and objectives. You many also add additional goals, objectives and activities using the format below.

Goal 1: Improve Communication with Victims of Crime

Objective 1.1: Make and maintain victim contact with Victim Witness Coordinator.

Activity 1.1.1: Establish early contact with victims

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

- Activity 1.1.2: Confirm or obtain good contact information for victims
- Activity 1.1.3: Identify victims who want, need, or will accept more contact.
- Activity 1.1.4: Have phone or in-person meeting for willing victims.
- **Objective 1.2:** Keep victim notified of court dates and their constitutional rights to be present and participate.
 - Activity 1.2.1: Make calls to inform victims of case continuances and dispositions.
 - Activity 1.2.2: Provide victims with directions, parking information, and court rules.
- Objective 1.3: Educate victims of their right to discuss the case with the prosecutor
 - Activity 1.3.1: Arrange meetings with the victim and Assistant District Attorney
 - Activity 1.3.2: Locate victims in court and introduce them to the Assistant District Attorney
 - Activity 1.4.3: Accompany victims when meeting with the Assistant District Attorney

Goal 2: Increase Victim Satisfaction with the Criminal Justice System

- Objective 2.1: Educate victims on criminal justice system
 - Activity 2.3.1: Provide information about sentencing ranges and RED dates
 - Activity 2.3.2: Provide information about plea negotiation reasons and outcomes
 - Activity 2.3.3: Discuss with victim the time frame for stages of litigation
 - Activity 2.3.4: Discuss the constitutional right to bail, if available
 - Activity 2.3.5: Ask victim what outcome they would like from the case
- Objective 2.2: Help victims obtain services and benefits.
 - Activity 2.4.1: Provide information about release from custody notice
 - Activity 2.4.2: Provide information and form for victim compensation, as appropriate
 - Activity 2.4.3: Remind victims about making an insurance claim, where appropriate
 - Activity 2.4.4: Inform victims about restitution
 - Activity 2.4.5: Refer victims to third party providers for services, as appropriate
 - Activity 2.4.6: Refer victims to probation for post-conviction restitution collection
 - Activity 2.5.7: Provide case appropriate information about safety planning

Objective 2.3: Measure performance

- Activity 2.5.1: Utilize approved surveys and system to distribute, tabulate, and track survey outcomes
- Activity 2.5.2: Develop system for follow-up for non-responding victims
- Activity 2.5.3: Keep up-to-date tracking of survey responses
- Activity 2.5.4: Report to DAG results of surveys of victims

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

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 who 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, 2023, 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
- Victim Initial Contact, Support, Referrals, Brochures (GTC, VR, VC, JCAC, CAC, FSC, OFS, ETC)	4 VWCs on VOCA project	Initially upon contact with V and then throughout duration of case(s).
Activity 2.3.1 to Activity 2.4.6 and 2.5.7 - Victim Meetings- Early Intervention on DV cases, Pretrial on other cases	4 VWCs on VOCA project	At victim convenience (not practitioner convenience) in preparation for their case(s)/upcoming court date(s).
Activity 2.5.1 to Activity 2.5.4 On CC cases- BOP letters sent on sentences over 2 years, also surveys sent on closed criminal cases	4 VWCs on VOCA project- each responsible for their own caseload.	At conclusion of criminal case
Monitor files and log surveys in ledger	Project Director	At conclusion of criminal case
Monitor VOCA Ledger	Project Director	Monthly and quarterly to check on cases/numbers

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

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

activities and to achieve its goals and objectives. The inputs are the staff the project has that will contribute to the success of the proposed project.

- Does the Victim Coordinator in your agency provide evidence-based services?
 - o If yes, which services and what evidence are they based on?

Advocacy Interventions for Women who Experience Intimate Partner Violence: Facilitating access to and use of community resources such as shelters, emergency housing, and psychological interventions, providing safety planning advice.

Based on concept of empowerment. This includes talking with an abused woman about potential solutions (rather than being prescriptive and telling her what to do); helping her to achieve goals she has set (rather than setting the goals for her); and helping her to understand and make sense of the situation and how she responds to it (Campbell and Humphreys 1993; Ramsay et al. 2009. https://crimesolutions.ojp.gov/

Wraparound Process for Children with Serious Emotional and Behavioral Disorder: This practice is a team-based, collaborative process for developing and implementing individualized care plans for youth with serious emotional and behavioral disorders and their families. We mainly focus on having therapists present for our pretrial meetings or at court hearings.

-According to Winters and Metz (2009), the SOC framework is a "comprehensive spectrum of mental health and other services and supports organized into a coordinated network to meet the diverse and changing needs of children and adolescents with severe emotional disorders and their families" (p. 136). Wraparound processes work within an SOC by selecting and implementing treatments and other services for youths and their families. https://crimesolutions.ojp.gov/

- If no, how does the agency determine if the work of the Victim Coordinator is best practice?
- 2. Describe how the organization ensures clients are receiving trauma informed services.

At the beginning of the case, we make sure victims are aware of the resources available in Nashville such as counseling and therapy. We also explain their rights as victims and inform them that our District Attorney's office is victim-centered meaning all decisions will be made with victim approval.

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

3. Does your agency utilize vertical prosecution for family violence / domestic violence cases? Please describe how this works in your jurisdiction.

Yes. For family violence such as child physical abuse, one Assistant District Attorney and one Victim Witness Coordinator will begin the case and will handle the case until the end. This helps the victim become familiar with our names and build trust while moving through the case.

4. Describe how the project educates clients on the impact of trauma, specifically as it relates to the victim's ability to recall details of a traumatic incident.

When recalling the incident, we ask how we should refer to the defendant and how the victim wants to be referenced. We also make sure to explain in detail what the meeting or hearing is about and the types of questions that will be discussed. During the meeting/hearing, we go as slow as possible and ask after an emotional moment if anyone should step out or if a break is needed. Our Victim Witness Coordinator and Assistant District Attorney try to limit the amount of times we need the victim to go over the details of the incident.

5. Detail how the Victim Coordinator will educate clients, prosecutors, and court staff on the impact of trauma as it relates to the victim's response to the traumatic incident- both at the time of the incident and retelling their story.

A Victim Witness Coordinator will first make the initial call with the victim or the victim's guardian to collect any trigger words or to see if the victim is stable enough to come in for a meeting. That information is shared with the Assistant District Attorney. We also use the assistance of our therapist partners by asking them to attend the meetings as support for the victim. During hearings, we try our best to inform the court staff that a rape or minor victim will be testifying and ask for the courtroom to be cleared.

6. 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 and who provides the training?

Our office has social work interns who work with us for one or two consecutive semesters. The interns are trained by the project director and the Victim Witness Coordinator staff. The interns conduct Early Intervention Meetings with an Assistant District Attorney and go to court with Victim Witness Coordinators to assist.

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.

If the grant was to end, we would request additional tax appropriation to continue the positions that are currently funded with the VOCA grant. However, if the Mayor/Council does not approve more funding, we would lose the Victim Witness Coordinators without the financial support from this grant.

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

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.

Victim Coordinator #1 – 78,769 salary/benefits Victim Coordinator #2 – 78,769 salary/benefits Victim Coordinator #3 – 76,768 salary/benefits Victim Coordinator #4 – 80,949 salary/benefits

The Coordinators assist victims during the prosecutorial process.

Staff Inputs:

Who and what position will be responsible for the project's success? What steps will they take to ensure the project's success?

The project director is responsible for the 4 Victim Witness Coordinators who are supported by the grant. We have an open-door policy and do regular check-ins with the Victim Witness Coordinators to go over statistics and needs within their positions.

Provide a copy of your organizational chart and job description for the grant funded position.

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, etc.).

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

We have an Excel spreadsheet where the Victim Witness Coordinator turns in their quarterly statistics.

2. How will grant funded activities be documented?

Each Victim Witness Coordinator maintains their statistics through an Excel spreadsheet that they update every Friday or by use of a physical paper log that later is transferred into the Excel spreadsheet.

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

All four Victim Witness Coordinators turn in their data and the project director ensures it is accurate.

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

4. How and when will clients be surveyed?

Clients are surveyed after their case has been resolved.

5. How and when will survey responses be documented for reporting purposes?

Once a client turns in the physical sheet of paper with the survey or responds to our survey call, it is then turned into the project director.

6. Describe how your county will use the data collected to continuously evaluate the success of meeting project goals and plan accordingly.

We use the data to see if there are any trends – if particular numbers are rising or falling. If numbers increase considerably, we would need to consider adding a Victim Witness Coordinator position or asking for assistance from other positions in the office. We can also use the data to see if there are specific areas we can focus on in the future.

7. Does the organization have policies and procedure regarding sharing data/information? This can include the release of client specific information. Please explain.

We do not share our statistics with other groups beside the grant requirements. If we need to share a victim's name or number, we first get approval from the victim. This would be in reference to referrals for therapy or additional law enforcement support.

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 applicants are strongly encouraged to 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.)

1. Describe the working relationship with partner organizations. What are the collaborative topics? How does this benefit the clients?

We eagerly partner with the Jean Crowe Advocacy Center (JCAC), the Family Safety Center (FSC), and the Nashville Children's Alliance (NCA). We provide referrals to JCAC and FSC for victims of interpersonal violence. We conduct early intervention meetings and afterwards we escort our domestic violence clients to JCAC so they can access Orders of Protection, shelter, job resources, food bags, etc. We meet with domestic violence clients every morning before court in JCAC and partner with the JCAC advocates with the shared goal that victims are fully heard and supported while having a safe place to wait while in the courthouse.

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

While the District Attorney's office is only able to handle criminal matters, we strive to provide victims with a smooth transition to our partner agencies who handle the civil matters that often co-exist with criminal cases.

Additionally, we utilize our space at the FSC to conduct meetings with victims, provide referrals for any wrap-around service they may need, and conduct Child Protective Investigative Teams (CPIT) staffing with NCA.

All our partner organizations strive to support victims so that they do not feel alone through their victimization.

2. Does your community engage in multi-disciplinary meetings to review your community's response to victims in order to enhance victim services? Please describe your project's involvement with these meetings.

Yes. We meet with Nashville Children's Alliance every Tuesday at CPIT to address the child protection needs of our community. Multidisciplinary groups who gather include the District Attorney's Office, Child Protective Services, Metro Police, NCA, Our Kids, and Vanderbilt Children's Hospital. We go over new cases and consider options on how to proceed with the case.

Additionally, the Assistant Director of Victim Services and the Team Leader of the Domestic Violence team in the DA's office meet with JCAC/OFS leadership quarterly to discuss successes and/or concerns with our partnership. In addition, we may discuss trends we are seeing in court and may talk about individual cases to improve victim safety and offender accountability.

3. 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).

We partner our Spanish speaking VWCs with Spanish speaking advocates at JCAC to assist DV victims with Orders of Protections, safety planning in Spanish or UVISA certification/Victim's Compensation. We communicate and collaborate on cases involving Hispanic clients who have upcoming court dates, what services they need, etc. Additionally, our Spanish speaking Victim Witness Coordinators work with advocates at OFS/FIP who serve underserved clients to assist with the best wrap around services possible without duplicating services. OFS/FIP advocates consistently send our office requests for UVISA certifications.

We partner with Nashville Children's Alliance by providing referrals for therapy for children that have been physical or sexually abused. NCA provides us with insight on cases before they reach our office. This is done at CIPT every Tuesday. NCA also takes Spanish speaking only victims and their families. NCA provides not only therapy, but also forensic interviews. NCA and our office work together in most cases and we have a strong relationship with them. NCA also puts together court bags with fidget toys, snacks, stuffed animals, coloring items and other relaxing tools. We give these court bags to the minor victims on the day of court hearings.

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

INTENDED OUTPUTS (Products):

Outputs are the number of people reached, number of services rendered, trainings provided, items provided etc., that an organization accomplishes through the activities described above and 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 VOCA funded staff/services only, not for the entire organization.

Because this is only for continuation of the funded project, the output number should only go in the victimization type currently served under the VOCA County Victim Coordinator position.

Adults Sexually Abused/Assaulted as Children	157
Adult Sexual Assault	8
Adult Physical Assault (Includes Aggravated and Simple Assault)	0
Arson	1
Bullying (Verbal, Cyber or Physical)	0
Burglary	15
Child Physical Abuse or Neglect	96
Child Pornography	0
Child Sexual Abuse/Assault	374
Domestic and/or Family Violence	193
DUI/DWI Incidents	17
Elder Abuse or Neglect	0
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other	0
(Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, pl	ease explain:
Human Trafficking: Sex	0
Human Trafficking: Labor	0
Identity Theft/Fraud/Financial Crime	0
Kidnapping (non-custodial)	2
Kidnapping (custodial)	0
Mass Violence (Domestic/International)	0
Other Vehicular Victimization (e.g., Hit and Run)	4
Robbery	54
Stalking/Harassment	3
Survivors of Homicide Victims	53
Teen Dating Victimization	0
Terrorism (Domestic/International)	0
Other	3
If other, please explain: Attempted Homicide	

Choose only the services the County Victim Coordinator regularly provides, and regularly provides well. OCJP does not want, nor expect every service to be selected. These are services

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

as provided by the grant. For clarification on the services listed below, please see <u>OVC</u> <u>Performance Measurement Dictionary and Terminology Resource</u>.

NOTE: If the organization refers 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 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 with a classification listed below who will be assisted annually:

		Number
Deaf/Hard of Hearing		0
Immigrants/Refugees/Asylum Seekers		360
LGBTQ	not reported	0
Victims with Limited English Proficiency		529
Other		0

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	107
compensation application annually through this project	

Information and Referral services annually through this project:

Information about the criminal justice process	725
Information about victim rights, how to obtain notifications, etc.	223
Referral to other victim service programs	63
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	6

Personal Advocacy/Accompaniment services annually through this project:

Law enforcement interview advocacy/accompaniment	0
Individual advocacy (e.g., assistance in applying for public benefits,	0
return of personal property or effects)	
Immigration assistance (e.g., special visas, continued presence	0
application, and other immigration relief)	
Intervention with employer, creditor, landlord, or academic institution	0
Child or dependent care assistance (includes coordination of services)	0
Transportation assistance (includes coordination of services)	0
Interpreter services	532

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

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	0

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

Notification of criminal justice events	894	
Victim impact statement assistance	32	
Assistance with restitution	0	
Other emergency justice-related assistance	0	
Prosecution interview advocacy/accompaniment	148	
Law enforcement interview advocacy/accompaniment	0	
Criminal advocacy/accompaniment	6	

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

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?".

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 hve received through this organization."

Applications <u>must include</u> at least one of the outcomes listed below: <u>Delete ones that are not utilized.</u>

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 15)

Victims express an understanding of their victimization and its effect on their lives. (Increase in knowledge about victimization).

"I now know how being a victim may affect important aspects of my life."

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."

Additional outcomes for the project:

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

ATTACHMENT A-1

Page 1

GRANT BUDGET

AGENCY NAME: District Attorney's Office - 20th Judicial District

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: Victim Coordinator (County)

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	\$252,204.00	\$0.00	\$252,204.00
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	\$0.00	\$0.00	\$0.00
11_12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
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	\$252,204.00	\$0.00	\$252,204.00

Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/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: District Attorney's Office - 20th Judicial District

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: Victim Coordinator (County)

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Witness Advocate, Salary/Benefits estimated at \$78,769; 100% of time on project	
	\$63,015.00
Position 2: Victim Witness Advocate, Salary/Benefits estimated at \$78,769; 100% of time on project	
	\$63,015.00
Position 3: Victim Witness Advocate, Salary/Benefits estimated at \$76,768; 100% of time on project	
	\$61,414.00
Position 4: Victim Witness Advocate, Salary/Benefits estimated at \$80,949; 100% of time on project	
	\$64,760.00
TOTAL	\$252,204.00

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	20th Judicial District Attorney General's Office
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
Subaward (Federal Award) Budget Period Start and End Date	10/1/2019; 9/30/2023
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	\$252,204.00
Total amount of federal funds obligated to the subrecipient	\$252,204.00
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)	VWC - County
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	Rachel Pugh Rachel.Pugh@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

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Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Juanita Paulson

Juanita.Paulsen@nashville.gov

Pool: StateLocal

Signatures: 5

Initials: 0

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

Location: DocuSign

Sent: 12/8/2023 3:02:58 PM

Viewed: 12/8/2023 3:19:42 PM

Signed: 12/8/2023 3:20:13 PM

Timestamp

Signer Events

Kevin Crumbo/mjw

Mary Jo. Wiggins@nashville.gov

Security Level: Email, Account Authentication

(None)

Signature

Levin Crumbo/mgw

Signature Adoption: Pre-selected Style

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 12/8/2023 3:19:42 PM

ID: 284e992f-5da3-4c38-a1c9-fe50cb2099e9

Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication

(None)

Courtney Molian

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

Sent: 12/8/2023 3:20:14 PM Viewed: 12/11/2023 8:39:56 AM Signed: 12/11/2023 8:45:29 AM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2023 8:39:56 AM

ID: 75d1ba04-710c-43d1-80f7-9e5b87397555

Lora Fox

lora.fox@nashville.gov

Security Level: Email, Account Authentication

(None)

Lora Fox

Sent: 12/11/2023 8:45:31 AM Viewed: 12/11/2023 9:09:57 AM Signed: 12/11/2023 9:11:15 AM

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:

Accepted: 12/11/2023 9:09:57 AM

ID: 0441aa8b-24ac-4370-b384-a1a4b1da08c1

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/11/2023 9:11:17 AM Viewed: 12/11/2023 12:13:43 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2023 9:11:18 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/8/2023 3:02:58 PM
Certified Delivered	Security Checked	12/11/2023 9:09:57 AM
Signing Complete	Security Checked	12/11/2023 9:11:15 AM
Completed	Security Checked	12/11/2023 9:11:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure: Accepted: 12/11/2023 12:12:23 PM ID: 691811f9-fb0a-45aa-82ad-70fe0fefed20