GRANT SUMMARY SHEET

| Grant Name: | Juv. Ct. 2021 Coronavirus Emergency Supplemental Funding Grant (CESF) 21-22 rv |
|--|---|
| Department: | JUVENILE COURT |
| Grantor: | U.S. DEPARTMENT OF JUSTICE |
| Pass-Through Grantor (If applicable): | TENN. DEPT. OF FIN. & ADMIN. |
| Total Award this Action: Cash Match | \$50,205.00 \$0.00 |
| Department Contact: | Shelley Hudson, Special Projects Program Manager 862-8079 |
| Status: | NEW |
| Program Description: | |

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

Plan for continuation of services upon grant expiration:

This service will not be continued when federally funding ends.



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Grants Tracking Form

| | | | | Part | One | | | | |
|---|--|---|--|--|---|--|---|--|---|
| Pre-An | plication O | Application | 0 | Award Accept | | ontract Amendm | ent O | | |
| Піс-др | Department | Dept. No. | <u> </u> | Award Accept | Contact | Shtract American | ent o | Phone | Fax |
| JUVENILE C | | ▼ 026 | Shelley Hudson | Special Projec | ts Program Manag | ner | | 862-8079 | T UX |
| | | | - | | ental Funding Gra | | n / | 002 007 0 | |
| Grant M Granto | | | | gency Supplem | | · · · · | IV | | |
| | | U.S. DEPARTMENT O | FJUSTICE | 7 P P I) A | uticinated Annlinetic | Other: | | | |
| | Period From: | 02/01/22 | | | Inticipated Application | | | | |
| Grant F | Period To: | 06/30/22 | | (applications only) A | pplication Deadline: | | | | |
| Fundin | g Type: | FED PASS THRU | | | Multi-Departme | nt Grant | | If yes, list | below. |
| Pass-Th | hru: | TENN. DEPT. OF FIN. | & ADMIN. | | Outside Consult | ant Project: | | | |
| Award | Туре: | COMPETITIVE | • | | Total Award: | | \$50,205.00 | | |
| Status: | : | NEW | - | | Metro Cash Mat | ch: | \$0.00 | | |
| Metro C | Category: | New Initiative | - | | Metro In-Kind M | atch: | \$0.00 | | |
| CFDA # | # | 16.034 | | | Is Council appre | oval required? | ✓ | | |
| Project | Description: | | | | Applic. Submitted E | lectronically? | | | |
| | | ue Juvenile Court's p | revention, prepa | | | | | | |
| This ser How is Fixed A | vice will not be cor Match Determine Amount of \$ | N/A | ly funding ends. or | dgetary Impact | : % of Grant | | Other: | | |
| Explan | ation for "Other" | means of determini | ng match: | | | | | | |
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Contact: trinity.weathersby@nashville.gov vaughn.wilson@nashville.gov

Rev. 5/13/13 5377

GCP APPROVED 12/16/21

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| AGRICUTUR AGRICUTUR ARTICLE TYPE | GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) | | | | | | | |
|---|---|----------------------|---------|------------------|-----------|------------------|-------|-----------------------------|
| Begin Date | | End Da | te | | Agenc | y Tracking # | | Edison ID |
| | 2/1/2022 | | | 6/30/2022 | | | NA | NEW |
| Grantee Le | gal Entity Name | | | | | | | Edison Vendor ID |
| Metropo | olitan Governme | ent of Na | shville | and Davidso | n Coun | ty | | 4 |
| Subrecipier | nt or Recipient | | CFDA | #: 16.034 | | | | |
| 🛛 Sub | precipient | | | | | | | |
| Red | cipient | | Grante | ee's fiscal ye | ar end: | June 30 | | |
| Service Ca | ption (one line on | ly) | | | | | | |
| CESF, | FY22 CESF Equ | uipment ² | 1 | | | | | |
| Funding — | | | | | | | 1 | |
| FY | State | Fede | | Interdepart | nental | Other | TOT | TAL Grant Contract Amount |
| 2022 | | \$50,2 | 205.00 | | | | | \$50,205.00 |
| TOTAL: | | \$50,2 | 205.00 | | | | | \$50,205.00 |
| | | | | | | | | |
| Grantee Se | lection Process | Summary | | | | | | |
| 🛛 Compe | titive Selection | | | The C | ompetitiv | e Selection proc | ess u | tilized was as per the DGA. |
| Non-co | ompetitive Select | tion | | | | | | |
| Non-competitive Selection Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. CPO USE - GG | | | | SE - GG | | | | |
| Speed ChartAccount CodeFA00003333County - 71301000 | | | | | | | | |

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering Coronavirus Emergency

Supplemental Funding, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The following activities will be conducted:

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

- b. The Grantee is responsible for, at minimum, annual reporting of output and performance measurement data on their projects to OCJP using the report form (s) that the Grantee will develop in conjunction with OCJP program staff.
- A.6. <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 2/1/2022 ("Effective Date") and extend for a period of Five (5) 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. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Two Hundred Five Dollars (\$50,205.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2022, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. <u>Compensation Firm</u>. 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. <u>Payment Methodology</u>. 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:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. <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 sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the Cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. 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. <u>Payment of Invoice</u>. 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. <u>Non-allowable Costs</u>. 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. <u>State's Right to Set Off.</u> 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. <u>Required Approvals</u>. 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. <u>Modification and Amendment</u>. 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. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. <u>Lobbying</u>. 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. <u>Communications and Contacts</u>. 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:

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

The Grantee:

Shelley Hudson, Special Projects Program Manager Davidson County Juvenile Court 100 Woodland Street PO Box 196306 Nashville, Tennessee 372196306 Email shelleyhudson@jisnashville.gov Telephone # (615) 862-8079

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

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

- D.9. <u>Subject to Funds Availability</u>. 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. <u>Public Accountability</u>. 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. <u>Public Notice</u>. 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. <u>Monitoring</u>. 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. <u>Annual and Final Reports</u>. 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. <u>Audit Report.</u> The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

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

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

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

- D.21. <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. <u>Independent Contractor</u>. 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. <u>State Interest in Equipment or Motor Vehicles</u>. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of

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

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

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

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

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

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

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

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

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

- D.28. <u>State and Federal Compliance</u>. 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: <u>http://www.ecfr.gov/cgi-bin/text-</u>idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- D.29. <u>Governing Law</u>. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <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. <u>Severability</u>. 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. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <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:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. <u>Confidentiality of Records</u>. 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 Grantee'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 or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.3. <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. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <u>http://www.sec.gov/answers/execomp.htm</u>.).

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

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

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

E.5. <u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.</u> If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.6. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall

immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

John Cooper, City Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

HOWARD H. ELEY, COMMISSIONER

DATE

DATE

SIGNATURE PAGE FOR GRANT NO. <u>Juv. Ct. 2021 CESF 21-22</u>

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Swack

Juvenile Court

kelly Flannery/Ho

Kelly শীক্ষাণাৰ্চry, Director Department of Finance 12/17/2021

12/16/2021

Date

Date

APPROVED AS TO RISK AND INSURANCE:

— DocuSigned by: Balogun (Obb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Metropolitan Attorney

<u>**See Previous Page**</u> John Cooper Metropolitan Mayor

ATTEST:

Metropolitan Clerk

Date

12/17/2021

12/17/2021

Date

Date

Date

2641 ID

OFFICE OF CRIMINAL JUSTICE PROGRAMS

| FUND SOURCE | CESF-JAG |
|-------------|----------|
| | |

OCJP JAG Priority Area Correctional Programming

| Required Information on Authorizing Agency: | | | Implementing Agency: | | | |
|---|--------------------|---------|----------------------|--------------|---------------|----------------------|
| Name: Metropolitan Government of Nashville and Davidson | | | Name: | Davidson Cou | inty Juvenile | Court |
| Federal ID Number (FEIN): 62-0694743 | | | | 100 Woodlan | d Street | |
| DUNS Number: 078217668 | | | | PO Box 19630 |)6 | |
| SAM Expiration Date: | 4, | /8/2022 | | Nashville | | , TN 37219-6306 |
| Fiscal Year End Date: June 30 | | | | | | |
| Will You Have Any Subcontracts? | No | | | | | |
| Project Title: FY22 CESF Equipment | 1 | | 1 | | | |
| | | | | | | |
| AUTHORIZED OFFICIAL - Contact Info | ormation | | | | | |
| (Name, Title, and Complete Mailing | Address) | | Phone Nu | umber: | E-Mail Add | lress: |
| John Cooper , | City Mayor | | (615) 862 | -6000 | mayor@na | shville.gov |
| 1 Public Square | | | EXT: | | | |
| Suite 100, Mayor's Office | | | | | | |
| Nashville , | 372015007 | | | | | |
| PROJECT DIRECTOR - Contact Inform | nation | | L | | | |
| (Name, Title, and Complete Mailing | Address) | | Phone Nu | umber: | E-Mail Add | lress: |
| Shelley Hudson , | Special Projects P | rogram | (615) 862 | -8079 | shelleyhud | son@jisnashville.gov |
| 100 Woodland Street | | | EXT: | | | |
| PO Box 196306 | | | | , | | |
| Nashville , | 372196306 | | | | | |
| FINANCIAL DIRECTOR - Contact Info | rmation | | | | | |
| (Name, Title, and Complete Mailing | Address) | | Phone Nu | umber: | E-Mail Add | lress: |
| Joe Atchley , | Accountant III | | (615) 862 | -2368 | joeatchley | @jisnashville.gov |
| 100 Woodland Street | | | EXT: | | | |
| PO BOX 096306 | | | | | | |
| Nashville , | 372196306 | | | | | |
| County/Counties Served (Type ALL if | f Statewide): | | | | | |
| Davidson | | | | | | |
| U.S. Congressional District(s): 5 | | | | | | |

Amended Scope of Services/Project Narrative

PROJECT NAME

Davidson County Juvenile Court CESF Local Government COVID Response

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

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

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

Prevention:

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

Prepared:

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

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

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

Responded:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL ACTIVITIES/INPUTS

What is the total amount of the funds you are requesting? \$ 50,204.56

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

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

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| HDMI to VGA adapters: 8 adapters x \$24.07/adapter * | \$192.56 |
|--|---------------------|
| Lavaro conference chairs: 50 chairs x \$327.762/chair. Purchasing less porous | |
| (non-cloth) seating for staff and public will be easier to clean with EPA | |
| approved disinfectant and decrease transmission of COVID-19. This will assist | |
| with continued preparedness and response to reduce the spread on COVID-19. | \$16,388.10 |
| Levoit smart air purifiers: 22 purifiers x \$165.22/purifier. Portable HEPA air | |
| filters for courtrooms and other enclosed high traffic spaces reduce the | |
| transmission of COVID-19. This will assist with continued preparedness and | |
| response to reduce the spread on COVID-19. | \$3 <i>,</i> 634.84 |
| Levoit Air purifier replacement filters: 2 filters/year/purifier x 3 years x 22 | |
| purifiers x \$12.50/filter. Replacement filters for air purifiers continue | |
| reducing transmission of air particulates due to shelf life of HEPA filters. This | |
| will assist with continued preparedness and response to reduce the spread on | |
| COVID-19. | \$1,650.00 |
| Disposable vinyl gloves (100 ct.): 30 boxes x \$10/box. The CDC recommends | |
| the use of gloves when it can be reasonably anticipated that contact with | |
| blood or other potentially infectious materials, mucous membranes, non-intact | |
| skin, potentially contaminated skin or contaminated equipment could occur. | |
| This will assist with continued preparedness and response to reduce the | |
| spread of blood or other potentially infectious materials for staff working in | |
| the community. | \$300.00 |
| Hand Sanitizer (8 oz): 150 bottles x \$5/bottle. Purchasing hand sanitizer for | |
| employees and members of the public in high traffic location encourages good | |
| hand hygiene. This will assist with continued preparedness and response to | |
| reduce the spread of COVID-19. | \$750.00 |
| Tempered safety glass (Courtroom A) The installation of plexiglass barriers in | |
| multiple courtrooms will provide a safer court environment to mitigate the | |
| spread of respiratory droplets and/or reduce transmission of COVID-19. This | |
| will assist with continued preparedness and response to reduce the spread of | |
| COVID-19. | \$1,556.68 |
| Tempered safety glass (Courtroom C) (Same as above) | \$1,657.60 |
| Tempered safety glass (Courtroom E) (Same as above) | \$1,556.68 |
| Cloth face masks w/logo: 200 masks x \$2/mask. Purchasing masks with the | |
| organizational logo will allow staff to better identify themselves to clients, and | |
| reduce the transmission of COVID-19. This will assist as a continued response | |
| to keep staff safe from the spread of COVID-19 while conducting their duties | |
| and responsibilities with members of the public. | \$400.00 |
| | |
| Sensitive Minor Equipment: | \$0.00 |
| Dell Latitude 7320 laptops: 10 laptops x \$1,740.20/laptop * | \$17,402.00 |
| Dell Mobile Precision 3560 laptop: 1 laptop x \$1,194.70/laptop* | \$1,194.70 |
| * Providing employees with laptops, including power supply docs, monitors, | |
| carrying cases, and adapters, to work remotely in the field limits ingress and | |
| egress of the number of individuals in the courthouse; therefore, | |
| decreases the transmission of COVID-19. This will assist with continued | |

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| preparedness and response to COVID-19. | | |
|--|-------|----------------------|
| | TOTAL | \$50 <i>,</i> 204.56 |

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

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

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

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

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

Not applicable (N/A) for this agency.

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

N/A

FOR TRAINING/INFORMATION DISSEMINATION

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

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

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

Not applicable (N/A) for this application.

Who will be the target audience(s) for the training(s)? N/A

How many training(s) are anticipated over the course of the project? $N\!/\!A$

How will the participants benefit from the training? $\ensuremath{\mathsf{N/A}}$

How many people will you train? N/A

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STAFF PROVIDING SERVICE AND ASSISTANCE TO INDIVIDUALS

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

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

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

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

IMPLEMENTATION TIMELINE

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

| ACTIVITY | STAFF TO COMPLETE | COMPLETION DATE |
|------------------------|-------------------|-----------------|
| Purchase PPE equipment | Joe Atchley | March 2021 |

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

DATA COLLECTION PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OUTCOMES

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

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

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

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

COLLABORATION ACTIVITES

Describe how your agency will work with other agencies on this project or how other agencies will benefit from your project.

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

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

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

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

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

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

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

^v Centers for Disease Control and Prevention: Guidance for Businesses and Employers Responding to Coronavirus Disease 2019 (COVID-19). Retrieved on September 22, 2021 from <u>https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-</u> <u>response.html#anchor 1609684747858</u>

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

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

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

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

^{ix} October 29, 2020. UW Guidance for Plexiglass Barriers in the Workplace. WW.ehs.washington.edu. Retrieved on September 20, 2021.

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

xⁱ Centers for Disease Control: Guidance for cleaning and disinfecting public spaces, workplaces, businesses, schools, and homes. Retrieved on September 21, 2021 from <u>https://www.epa.gov/sites/default/files/2020-04/documents/316485-</u> <u>c reopeningamerica guidance 4.19 6pm.pdf</u>

| | GRANT | BUDGET | | | | | |
|---|--|-------------------|--------------------------|---------------|--|--|--|
| | AME: METRO GOVERNMENT OF NASHVILLE & DAV | | ENILE COURT | | | | |
| | RCE: CESF LOCAL GOVERNMENT COVID RESPONS ION IDENTIFICATION TITLE: CESF | E | | | | | |
| | The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 2/1/2022 END: 06/30/2022 | | | | | | |
| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY ¹ | GRANT CONTRACT | GRANTEE PARTICIPATION | TOTAL PROJECT | | | |
| 1, 2 | Salaries, Benefits & Taxes ² | \$0.00 | \$0.00 | \$0.00 | | | |
| 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 | \$50,204.56 | \$0.00 | \$50,204.56 | | | |
| 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 | \$50,204.56 | \$0.00 | \$50,204.56 | | | |

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

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: METRO GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY: JUVENILE COURT FUND SOURCE: CESF LOCAL GOVERNMENT COVID RESPONSE SOLICITATION IDENTIFICATION TITLE: CESF

| SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION | AMOUNT |
|--|-------------|
| Supplies: | |
| Dell power supply docs: 11 docks x \$179.99/dock | \$1,979.89 |
| Dell 22" monitors: 8 monitors x 155.24/monitor | \$1,241.92 |
| Laptop carrying case 16": 1 case x \$29.69/case | \$29.69 |
| Laptop carrying case 13"-14": 10 case x \$26.99/case | \$269.90 |
| HDMI to VGA adapters: 8 adapters x \$24.07/adapter | \$192.56 |
| Lavaro conference chairs: 50 chairs x \$327.762/chair | \$16,388.10 |
| Levoit smart air purifiers: 22 purifiers x \$165.22/purifier | \$3,634.84 |
| Levoit Air purifier replacement filters: 2 filters/year/purifier x 3 years x 22 purifiers x \$12.50/filter | \$1,650.00 |
| Disposable vinyl gloves (100 ct.): 30 boxes x \$10/box | \$300.00 |
| Hand Sanitizer (8 oz): 150 bottles x \$5/bottle | \$750.00 |
| Tempered safety glass (Courtroom A) | \$1,556.68 |
| Tempered safety glass (Courtroom C) | \$1,657.60 |
| Tempered safety glass (Courtroom E) | \$1,556.68 |
| Cloth face masks w/logo: 200 masks x \$2/mask | \$400.00 |
| Sensitive Minor Equipment: | |
| Dell Latitude 7320 laptops: 10 laptops x \$1,740.20/laptop | \$17,402.00 |
| Dell Mobile Precision 3560 laptop: 1 laptop x \$1,194.70/laptop | \$1,194.70 |
| TOTAL | \$50,204.56 |

ATTACHMENT B

Federal Award Identification Worksheet

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

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4 Is Metropolitan Government of Nashville and Davidson County a parent? Yes No No

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

| | Is Metro | politan Government | of Nashville and Davidson Count | ty a child? Yes | □ No □ |
|--|----------|--------------------|---------------------------------|-----------------|--------|
|--|----------|--------------------|---------------------------------|-----------------|--------|

If yes, complete the fields below.

Parent entity's name:

Parent entity's tax identification number:

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

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

Parent entity's contact information

| Name of primary | y contact person: | | | |
|-----------------|-------------------|--|------|--|
| | | | | |

Address: _____

Phone number:

Email address:

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