

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
YOUTH ADVOCATE PROGRAMS, INC.**

This Grant Contract issued and entered pursuant to RS2021-898 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as “Metro”, and **Youth Advocate Programs, Inc.**, hereinafter referred to as the “Grantee,” is for the *Wrapping Around Families for Success* program, to support 24/7 crisis intervention, mentoring and counseling services, as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

WITNESSETH

WHEREAS, The State of Tennessee amended their previous FY 21-22 VOCA grant with Juvenile Court to continue *Wrapping around families for Success* program services provided by and through Youth Advocate Programs (YAP) Inc, for FY 22-23 by Resolution RS2022-1637 on July 5, 2022.

WHEREAS, Metro Juvenile Court is the direct Recipient of funds from the Victim of Crime Act Grant (hereinafter called VOCA); and,

WHEREAS, Youth Advocate Programs, Inc., (hereinafter called “YAP”) is the Grantee of funds from Juvenile Court; and,

WHEREAS, expenditures will take place or have been retroactively used during the time frame from July 15, 2022 through June 30, 2023; and,

WHEREAS, Juvenile Court and YAP continue to collaborate in a partnership to serve pre or post adjudicated justice involved male and female youth ages 12 to 18, who have been victims of crime in Davidson County.

WHEREAS, Grantee’s goals include:

Goal 1: A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

WHEREAS, Measurable outcomes include:

Objective 1.1 Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated fifteen (15) referred youth, at any given time (30 youth annually) for up to eight (8) hours per week for an average of six (6) months length of services.

Activities 1.1: Hired and trained Advocates will provide up to eight (8) hours of individualized services for an average of six (6) months to program youth victims, provide crisis safety planning, focusing on the strengths of each youth and family and meeting goals developed in their Individualized Service Plans (ISP).

Activities 1.2: YAP will provide crisis intervention and safety planning to all program youth, lessening opportunities for illegal behaviors or unsafe choices. Through a contract with a licensed counselor/therapist, YAP will offer referrals for mental health counseling to youth victims with trauma related needs.

Activities 1.3: Yap will provide eligible youth with job readiness and preparedness skills to increase knowledge and interest of workforce opportunities and pro-social interactions.

Objective1:2 Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to thirty (30) referred youth over the twelve (12) month grant period (15 at any given time) for an average of six (6) months length of services.

Activity 1.2 Hired and trained Advocates will provide youth with two a half (2.5) hours of group mentoring weekly.

Activity 1.2 Advocates will engage youth with the evidenced-based Peaceful Alternatives to Tough Situations (PATTS) intervention tool, Casey Life Skills, and Peace Circles to decrease youth involvement in the justice system.

Objective 1:3: Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

Activity 1.3 Advocates will develop crisis safety plans and provide available staff for crisis intervention.

Activity 1.3 Advocates will refer youth to local community service mental health partners to provide counseling and therapy services.

WHEREAS, Juvenile Court and YAP propose to utilize \$ 439,637.00, of the VOCA grant to fund the YAP program.

A. SCOPE OF PROGRAM:

A.1. **SCOPE OF PROGRAM:**

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, VOCA Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. Grant Contract Term.

The term of this Grant shall commence on **July 15, 2022**, and end on **June 30, 2023**. Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed **four hundred thirty-nine thousand dollars and six hundred and thirty-seven dollars** (\$ 439,637.00).

The FY 23 Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Sub-Grantee by Metro for all the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other indirect and direct program costs incurred or to be incurred by the Grantee during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated electronically via Metro's portal on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to JoeAtchley@iisnashville.gov (Mr. Joe Atchley, Juvenile Court Accountant) shelleyhudson@iisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract.

Generally, invoices submitted for reimbursement will be accepted on a **monthly basis**.

Documentation to serve as proof of delivered services of a kind and type shall accompany submission of invoices in order to be eligible for payment.

The method used to document service/time records include at a minimum:

- a. Hours and dates worked on the project for each professional service contract position/staff person.
- b. A description of services performed for each professional service contract position/staff person; and,
- c. Records of actual supplies used and/or operating expenses incurred that are allowable under the subcontract.

Final invoices for the FY 22 contract period must be received by **July 17, 2023**.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.4. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein. All invoices submitted for reimbursement shall include the updated Certification Statement for Reimbursement Requests.

C.5. **Unallowable and Unallowable Cost Requirements.**

The Grantee shall meet all allowable and unallowable OCJP cost requirements. See OCJP's Grants Manual, Chapter XIV-Allowable Costs and Chapter XV-Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by OCJP Metro, based on audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.

State specific requirements and clarification are listed below:

1. **Additional Allowable Cost Information:**

1. **VOCA Administrative Time:** VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to collect and maintain crime victim's satisfaction surveys and needs assessments used to improve victim services delivery in the VOCA funded project; and the prorated share of audit costs if eligible.
2. **Direct monetary funds** given to clients (gift cards, cash or checks written to the client) are unallowable. Providing Specific Assistance to individuals, which may include making payments on behalf of shelter residents for needed emergency items while they are in shelter, is allowable.

2. **Prior Approval:**

1. **Training Related Travel:** VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographical area. Subrecipients are encouraged to first look for available training within their immediate geographical area. However, when needed training is unavailable within the immediate area, OCJP must be contacted for prior approval for travel outside the state. Expenses and reimbursements for all in state and out of state travel must follow the State of Tennessee Comprehensive Travel Regulations or the subrecipient travel regulations/rates, if lower.

2. **Equipment and Furniture:** VOCA funds may be used to purchase furniture and equipment that provides or enhances direct services to crime victims. Costs must be pro-rated if the equipment is not used exclusively for victim-related activities. Clothing, furniture and appliance costs must be pre-approved by OCJP before a purchase is made. Subrecipients cannot use VOCA funds to purchase equipment for another organization or individual to perform a victim-related service. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. "Sensitive Minor Equipment" defined as moveable, high-risk, sensitive property items purchased with a cost between \$500.00 and \$5,000.00, such as computers (i.e., laptops, tablets), weapons, TVs, and cameras, acquired, used and managed for criminal justice and victim services grant purposes.
3. **Purchasing or Leasing Vehicles:** Subrecipients may use VOCA funds to purchase or lease vehicles if they can demonstrate to OCJP that such expenditure is essential to delivering services to crime victims. OCJP must give PRIOR approval for all such purchases

C.6. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.7. **Travel Compensation.**

Payment to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in OCJP's Grants Manual (See Chapter IX-Travel, Conferences, and Meetings) and be subject to the Grant Spending Plan.

C.8. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall completed and sign Metro's form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. **Required Approvals.**

Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. **Modification and Amendment.**

The Grantee will make any proposed changes in writing to Juvenile Court. Juvenile Court will submit proposed changes in writing to OCJP for approval. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The CONTRACTOR may request revisions of Grant Budget line items through submission of a revised budget to Metro Juvenile Court, giving full details supporting such requests. Grant Budget line item revisions may not be made without prior, written approval of METRO in which terms of the approved revisions are explicitly set forth.

All proposed changes must be submitted in writing to OCJP for approval. OCJP will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment. If OCJP approves of the requested changes, and it is determined that an amendment is necessary, then OCJP will initiate the contract amendment process. The contract amendment document must be signed by the subrecipient and the Commissioner of the Department of Finance and Administration **prior** to it being implemented by the subrecipient. See OCJP's Grants Manual, Chapter XVII - Contract Amendments.

This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Grantee violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. Review OCJP's Grants Manual, Chapter XXI - Sanctions and Termination of Funding.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro.

Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime Grantee and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

The Grantee warrants that no part of the total Grant 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.6. **Civil Rights and Nondiscrimination.**

The Grantee shall display The TN Department of Finance and Administration's Equal Opportunity is the Law Poster in a prominent place, located near the passageway through which the public enters. See OCJP's Grants Manual, Appendices C-Civil Rights Poster.

In the event of a formal allegation of Civil Rights discrimination, including those related to employment, or an adverse finding of discrimination against a subrecipient agency by a federal or state court or a federal or state administrative agency, OCJP subrecipients are required to immediately notify the OCJP Civil Rights coordinator in writing by completing the Civil Rights Complaint Notification form within 45 days. See OCJP's Grants Manual, Appendices P-Discrimination Complaint Notification Form.

The Grantee is subject to the provisions and laws and regulations listed in the OCJP's Grants Manual, Chapter XXII - Civil Rights, which prohibit discrimination based on race, color, national origin, age, sex, or disability. Regulations governing Civil Rights compliance require all OCJP subrecipients to provide annual Civil Rights training for all employees. New Project Directors must complete the training program within ninety (90) days of their start date. The Project Director, Project staff and the Civil Rights Compliance Officer should complete this training annually. Training is offered through the OCJP website annually. Verification of training shall be retained in the personnel files.

The Grantee shall use the following Nondiscrimination statement when subcontracting with a nonreligious entity:

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 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.

The Grantee shall use the following Nondiscrimination Statement when subcontracting with a religious entity:

The Grantee 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 basis of any 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.7. Records, Records Access and Retention.

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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives. See OCJP's Grants Manual, Chapter XX - Retention of and Access to Records.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards.

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.

The books, records, and documents of the Grantee insofar as they relate to work performed or money received under this Grant Contract shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives.

Records Access: The Grantee shall allow Metro, OCJP, the US. Department of Justice, and the Comptroller General of the United States, or any of their duty-authorized representatives to have access, for purpose of audit and examination, to any reports pertinent to the grant upon demand. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.8. **Monitoring.**

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, OCJP, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. Monitoring takes place within six (6) months of the grant's start date. Monitoring must be completed at least once during the duration of the contract and more often if changes are made to the grant or grant paid staff. Completed forms are retrained in the grant file and made available for inspections by OCJP staff. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review upon request, during normal working hours. Minimum monitoring requirements are listed on the OCJP's Subcontract Monitoring Form. See OCJP's Grants Manual, Appendices, F-Subcontract Monitoring Form outlining minimum subcontract monitoring requirements.

D.9. **Reporting.**

Reporting requirements for VOCA are quarterly. Program data will be provided to Juvenile Court on a quarterly basis.

VOCA reporting includes, but is not limited to, an OCJP Subgrant Award Projection Report (SAR), Quarterly Output Report, Client Outcome Report, Narrative Performance Report, Policy 03 Quarterly Expense and Revenue Report, Project Equipment Report (If equipment was purchased), Income Summary Report, and monthly invoice for Reimbursement form. See VOCA Reporting Table for additional reports required for sub-Grantees funded for DV shelters and Transitional Housing programs. These reports are used to monitor projects, fulfill federal grant reporting requirement, provide information for state strategies and implementation plans and assist OCJP in determining project success and funding allocations. The Project Director is responsible for timely

submission of completed program and fiscal reports. Inability to submit required reports in a timely fashion is considered a failure of required contract obligations. Unless otherwise stated, VOCA sub-Grantees are expected to participate in all report training events.

The Grantee is required to gather and maintain statistical data relating to grant project activities as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on all reports. OCJP may periodically request to see back-up data that supports the information submitted on output and outcome reports.

FY23 Metro Reports:

Metro Interim Program Report

The Grantee shall submit a Metro Interim Program Report electronically to shelleyhudson@jnsnashville.gov by no later than January 9, 2023.

Metro Final Program Report

The Grantee shall submit a Metro Final Program electronically to shelleyhudson@jnsnashville.gov by no later than July 10, 2023.

Annual Expenditure Report

The Grantee shall submit a final **Annual Expenditure Report**, to be received by the Juvenile Court Grant Management Team, within thirty (30) days of the end of the Grant Contract.

The Grantee shall submit an Annual Expenditure report electronically to JoeAtchley@jnsnashville.gov (Mr. Joe Atchley, Juvenile Court Accountant) shelleyhudson@jnsnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager) on or before August 14, 2023.

Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Grantee Organization.

The Grantee shall be held accountable to submit any and all required VOCA annual reports within specified time constraints. See OCJP's Grants Manual VOCA Reporting Table.

D.10. Strict Performance.

Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such 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 by the appropriate parties as indicated on the signature page of this Grant.

D.11. **Insurance.**

The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Grantee, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Grantee, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **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 as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. 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. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **Completeness.**

This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

Equipment purchased with grant funds is listed on an equipment log (See OCJP Appendices K-Project Equipment Summary Report) and note project staff using said equipment. Review OCJP Grants Manual, Chapter X Property and Equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 sub-Grantees 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.24. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse.

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

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

1. In accepting this subaward or contract, the Grantee
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. it represents that: (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any sub-Grantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

D.25. Public Accountability.

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.26. Public Notice.

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

D. 27. Patents and Copyrights.

OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a subgrant.

D. 28. Disclosure of Personal Identity Information.

The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

D. 29. Intellectual Property.

The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or

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

D. 30. Telecommunications and Surveillance.

To ensure compliance with Public Law 115-232, section 889, the Office of Criminal Justice Programs (OCJP), grant funding cannot be requested for reimbursement for services or equipment from the entities listed below:

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a new 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 of ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purposes 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 an subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunication 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 believed to be an entity owned or controlled by, or otherwise connected to, the government of a foreign country.

D. 31. **Printing, Publications, and Media.**

Publication shall be construed as the initiation of the procurement of writing, editing, preparation of related illustration material, including videos, from recipients/subrecipients, or the internal printing requirements of the recipient/subrecipient necessary for compliance with the terms of the project. However, individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal and without royalty, a single copy of any such article for their own use.

Project Directors are encouraged to make the results and accomplishments of their activities available to the public. A recipient/subrecipient who publicizes project activities and results shall adhere to the terms and conditions of the award as well as the following:

1. Responsibility for the direction of the project activity should not be ascribed to OCJP or DOJ. The publication shall include the following statement:

“The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office of Justice Programs, Office for Victims of Crime, or the State of Tennessee Office of Criminal Justice Programs.”

The receipt of DOJ funding does not constitute an official recognition or endorsement of any project. A separate application for Official Recognition may be filed with DOJ through the OCJP Program Manager assigned the project.

2. The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice through the Tennessee Office of Criminal Justice Programs".

The OCJP Program Manager will verify the **FEDERAL** Award Number PRIOR to printing or publication.

3. A recipient/subrecipient is expected to publish or otherwise make widely available to the public, as requested by OCJP or OVC, the results of work conducted or produced under an award.

4. All publication and distribution agreements with a publisher will include provisions giving the Federal government and State of Tennessee a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal government purposes.

5. Unless otherwise specified in the award, the recipient/subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material shall be subject to the same provisions of the Federal government.

6. The recipient/subrecipient shall submit a publication and distribution plan to OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when Federal funds are used to pay for the publication.

D. 32. Communications and Contacts.

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing and shall be made by **electronic** transmission, or by first class mail, addressed to the respective party at the appropriate number or address as set forth below or to such other party, number, or address as may be hereafter specified by written notice.

Metro Juvenile Court Program Accountant

Joseph Atchley
Accountant
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-880-2368
joeatchley@jnsnashville.gov

Metro Juvenile Court Program Manager Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jnsnashville.gov

Grantee Program Liaison Contact:

Talvin Paul

Southwest Vice President
Youth Advocate Programs, Inc.
4120 Directors Row, Ste. D
Houston, TX 77092
713.741.4121 office
832.289.4622 cell

Grantee of Contract for Authorized Signatory:

Mr. Rick Stottlemeyer
Position: CFO
Company: Youth Advocate Programs, Inc.
2007 North 3rd Street Harrisburg, PA 17102
Phone 717 232 7580
rstottlemeyer@yapinc.org

D. 33. Confidentiality of Records.

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by Metro or acquired by the Grantee on behalf of Metro 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 Metro 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 Contract.

Effective Date.

This contract shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery/mjw
Director of Finance

APPROVED AS TO FORM AND
LEGALITY

Phylinda Ramsey
Metropolitan Attorney

Balogun Cobb
Director of Insurance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

GRANTEE:

By:

Title:

Sworn to and subscribed to before me a Notary
Public, this 4th day
of August, 2022

Notary Public

My Commission expires

Commonwealth of Pennsylvania - Notary Seal
MARY ELIZABETH SERSCH - Notary Public
Dauphin County
My Commission Expires Aug 27, 2024
Commission Number 1205187

Davidson County VOCA

Advocate Services

07/01/2022-6/30/2023

Youth Advocate Programs, Inc. presents the following budget narrative in support of its proposal to provide Advocate Services . Clients will receive an average of 8 hours per week of service however the amount of service that any client receives will be based on individual needs.

Budget Line Item	Amount
Salaries	
Program Director @ \$1,346.15 per week.	70,000
Two (2) FT Advocates (\$807.69 per week/each) @ \$1,615.38 per week.	84,000
Total Salaries	154,000
Wages	
Five (5) PT Advocate Individual wage @ \$18.00 per hour x average 6.40 hours per client per week.	71,885
Five (5) PT Advocate group wage @ \$10.00 per hour x average 1.60 hours per client per week.	9,984
Five (5) PT Advocate compensable time @ \$18.00 per hour x average 1.50 hours per client per week.	16,848
<i>Up to five (5) part time advocates with max caseload of three (3) clients, total of 30 hours per week per advocate allowed.</i>	
Advocate training @ \$18.00 per hour x estimated 180.00 hours per year.	3,240
<i>Advocates are required to attend internal training and monthly update trainings as well as any local, state of federal training.</i>	
One (1) PT Administrative manager @ \$18.00 per hour x estimated 20.00 hours per week.	18,720
Total Wages	120,677
Total Salaries and Wages	274,677
Fringe Benefits	
Employer share of FICA @ 7.65% of all salaries and wages.	21,013
Employer share of unemployment tax @ 2.07% of all salaries and wages.	5,678
Employer share of workers' compensation @ 2.35% of all salaries and wages.	6,455
Employer share of health insurance @ 18.00% of all salaries and of the wages of hourly employees expected to work at least 30 hours per week.	27,720
Total Fringe Benefits	60,865
Total Personnel	335,542
Travel Reimbursement	
Program director travel @ \$.450 per mile x average 125 miles per week.	2,925
FT Advocates travel @ \$.450 per mile x average 200 miles per week.	4,680
Out of town travel @ average \$200.00 per month.	2,400
<i>Program Director out of town travel to attend required National Management and Leadership Training.</i>	
Advocate travel @ \$7.00 per contact x average 3 contacts per client served per week.	13,104
Total Travel Reimbursement	23,109

Direct Assistance to Clients

Client activity fund @ \$6.00 per contact x average 3 contacts per client per week. 11,232

Activity money is utilized to assist staff to connect the clients to positive cultural, social, recreational, and academic services within their communities. It may also be used to purchase a meal for clients during the service period.

Ancillary fund for the purchase of goods and services on behalf of clients as needed. 4,800

Ancillary Funds are emergency assistance funds to assist with overcoming post-traumatic stress from victimization such as registration or membership fees to community/neighborhood organizations or recreational sports leagues; emergency rent/housing deposits or payments to assist the family to remain in the family home; emergency utility assistance to maintain electricity and other necessary utilities to maintain a safe home environment, work/school/court clothing assistance, therapeutic art, music, and/or educational needs

Total Direct Assistance to Clients 16,032

Fixed Expenses

Rent and utilities pro rata share @ 1,250.00 per month. 15,000

Telephone and internet pro rata share @ 150.00 per month. 1,800

Postage and overnight mail pro rata share @ 37.50 per month. 450

Office supplies pro rata share @ 124.17 per month. 1,490

Advertising for job openings pro rata share @ 25.00 per month. 300

Equipment rentals and maintenance pro rata share @ 50.00 per month. 600

Meeting expenses pro rata share @ 100.00 per month. 1,200

Training expenses pro rata share @ 50.00 per month. 600

Cell Service-3 staff pro rata share @ 97.50 per month. 1,170

Client accident insurance @ \$8.00 per client per month. 1,189

Monitoring of advocate hours @ \$8.00 per client per month. 1,189

Total Fixed Expenses 24,988

Total Direct Expenses 399,671

Administrative overhead including executive oversight, fiscal services, human resources, information technology, quality improvement, legal services and a pro rata share of the Agency's financial single audit @10.00% of all direct expenses. 39,966

Total Indirect Expenses 39,966

Total Cost of Program \$ 439,637