

GRANT SUMMARY SHEET

Grant	VOCA (Access to Services) 21-21
Department:	METRO ACTION
Grantor:	U.S. DEPARTMENT OF JUSTICE
Pass-Through Grantor (If	STATE OF TN OCJP
Total Award this	\$40,000.00
Cash Match	\$10,000.00
Department	Cynthia Croom, Executive Director 862-8860
Status	NEW

Program Description:

Increasing Access to Services for Victims = the project is to increase the program's ability to provide services to victims; and supplies and equipment that would increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and deaf individuals to enhance service delivery for populations traditionally underserved due to geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic population, and populations underserved because of special needs.

Plan for continuation of services upon

MAC plans to continue this program in future years upon approval from grantor.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Cynthia Croom, Executive Director				862-8860	862-8870
Grant Name:	VOCA (Access to Services) 21-21						
Grantor:	U.S. DEPARTMENT OF JUSTICE					Other:	
Grant Period From:	05/20/21	(applications only) Anticipated Application Date:					
Grant Period To:	09/30/21	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant <input type="checkbox"/> If yes, list below.					
Pass-Thru:	STATE OF TN OCJP	Outside Consultant Project: <input type="checkbox"/>					
Award Type:	COMPETITIVE	Total Award: \$40,000.00					
Status:	NEW	Metro Cash Match: \$10,000.00					
Metro Category:	New Initiative	Metro In-Kind Match: \$0.00					
CFDA #	16.575	Is Council approval required? <input checked="" type="checkbox"/>					
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
Increasing Access to Services for Victims = the project is to increase the program's ability to provide services to victims; and supplies and equipment that would increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and deaf individuals to enhance service delivery for populations traditionally underserved due to geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic population, and populations underserved because of special needs.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
MAC plans to continue this program in future years upon approval from grantor.							
How is Match Determined?							
Fixed Amount of \$		or		20.0%		% of Grant	
Explanation for "Other" means of determining match:		Other: <input checked="" type="checkbox"/>					
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Not yet		Fund 31522 Business Unit 7531100	
Is not budgeted?				Proposed Source of Match: General and Local Funds			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:				0.00		Actual number of positions added:	
Departmental Indirect Cost Rate				15.71%		Indirect Cost of Grant to Metro:	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No				% Allow. 14.00%		Ind. Cost Requested from Grantor:	
						\$5,430.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY 21	\$10,000.00			\$2,500.00	31522, 75311000		\$12,500.00	\$1,963.75	\$1,357.00
Yr 2	FY 22	\$30,000.00			\$7,500.00	31522, 75311000		\$37,500.00	\$5,891.25	\$4,073.00
Yr 3										
Yr 4										
Yr 5										
Total		\$40,000.00	\$0.00	\$0.00	\$10,000.00		\$0.00	\$50,000.00	\$7,855.00	\$5,430.00
Date Awarded:				04/29/21	Tot. Awarded	\$40,000.00	Contract#:	N/A		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5237

GCP Rec'd
05/03/21

GCP Approved
05/03/21

VW

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 5/20/2021		End Date 9/30/2021		Agency Tracking # -	Edison ID
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison Vendor ID 4
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #16.575 Grantee's fiscal year end June 30			
Service Caption (one line only) VOCA, Access to Services					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021		\$40,000.00			\$40,000.00
TOTAL:		\$40,000.00			\$40,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection <input type="checkbox"/> Non-competitive Selection		The Competitive Selection process utilized was as per the DGA.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional) FA00002890		Account Code (optional) County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

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

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 5/20/2021 ("Effective Date") and extend for a period of Four (4) months and Ten (10) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Thousand Dollars (\$40,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

- ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Laura Swanson, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Laura.Swanson@tn.gov
Telephone # (615) 532-6521

The Grantee:

Karen Walker, Director of Transformation and Innovation
Metro Action Commission
800 2nd Avenue North
Nashville, Tennessee 372012810
Email: karen.walker@nashville.gov
Telephone # (615) 862-8890

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN

AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

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

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

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

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

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

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

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

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

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

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

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

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

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

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

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

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive,

exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant 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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

DocuSigned by:

LaVoneia C. Steele

5/6/2021 | 8:17 AM PDT

GRANTEE SIGNATURE

DATE

LaVoneia C. Steele, Ed.D., Board Chair

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

**SIGNATURE PAGE FOR
TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS
VOCA SERVING YOUTH AND YOUNG ADULTS WITH TRAUMA
VOCA 2 - ACCESS TO SERVICES**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:

Cynthia Croom

4/29/2021 | 10:55 AM PDT

Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

(see previous pages)

LaVoneia C. Steele, Ed.D., Board Chair
Metropolitan Action Commission

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

5/7/2021

Kevin Crumbo, Director
Department of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

Balogun Cobb

5/10/2021

B.C. Cobb, Director of Insurance

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Metropolitan Attorney

5/7/2021

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

ID 851

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VOCA
 OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668 SAM Expiration Date: 11/18/2021 Fiscal Year End Date: June 30		Implementing Agency: Name: Metro Action Commission Address: 800 2nd Avenue North Nashville, TN 37201-2810	
Will You Have Any Subcontracts? No			
Project Title: Access to Services			
Contract Start Date: 5/20/2021		Contract End Date: 6/30/2021	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) LaVoneia Steele, Ed.D, Board Chair 800 2nd Ave N Nashville, 37201-2810		Phone Number: (615) 862-8890 EXT:	E-Mail Address: Cynthia.Croom@nashville.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Karen Walker, Director of Transformati 800 2nd Avenue North Nashville, 37201-2810		Phone Number: (615) 862-8890 EXT:	E-Mail Address: karen.walker@nashville.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Robert Wright, Chief Fiscal Officer 800 2nd Avenue North Nashville, 37201-2810		Phone Number: (615) 862-8860 EXT:	E-Mail Address: robert.wright@nashville.gov
County/Counties Served (Type ALL if Statewide): Davidson			
U.S. Congressional District(s): 5			

ATTACHMENT A
APPLICATION FOR FUNDING
Grant Project Narrative
(Narrative Page 1)

Scope of Services/Project Narrative
VOCA Grant

Project Title: Increasing Access to Services for Victims

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

This project is to increase access the program's ability to provide services to victims; and supplies and equipment that would Increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and deaf individuals or enhance service delivery for populations traditionally underserved due to geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, and populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age) or to equip organizations with the ability to come into compliance with state and/or national standards as it relates to their specific program(s) that is funded by OCJP.

Describe the problems the organization is having related to providing services to this population of victims. Are there statistics that support the problem(s) of underserved victims? Here are two examples: (1) your community population is 20% Asian American, but only .5% of the victims you serve identify as Asian American; (2) in your community there is a large organization that serves those who have intellectual disabilities, but your organization has not served anyone from this demographic.

Opportunity Youth are young people between the ages of 16-24 who are out of work and out school. Despite Middle Tennessee's continued growth and outward prosperity, the overall population of young people in our region who fit this definition remains high and continues to be devastatingly exacerbated by the COVID-19 pandemic.

Per the 2018 American Community Survey (ACS), there are nearly 14,000 young people experiencing disconnection, i.e. out of work and out school, within Davidson County. Though the impact of COVID-19 is not yet known, early reports show that one in four young people nationally will experience disconnection because of the pandemic.

This is particularly alarming for our community when you look at the characteristics of disconnected youth as compared to their connected peers. Disconnected youth are twice as likely to live in poverty and more than three times likely to have a disability of some kind as compared to connected young people. Disconnected young women are over four times as likely to be mothers as compared to their connected counterparts (25.2 percent versus 6.0 percent). Disconnected youth are more than twenty times as likely to be living in institutionalized group quarters (such as correctional facilities or residential health facilities) as their connected peers. Additionally, disconnected youth are six times more likely to experience homelessness as compared to connected young people. Among the homeless youth population, studies have shown that up to 40 percent of homeless youth are LGBTQIA+, and approximately 23 percent of homeless youth are those who have aged out of the foster care system.

As shown above, disconnection has broad and long-lasting implications on the health, safety, and vibrancy of our city's young adults. To address this often-underserved population within our community, Nashville opened two VOCA-funded Reengagement Hubs in February of 2020. These Reengagement Hubs are place-based sites for the delivery of direct services to individuals who have experienced trauma related to crime

ATTACHMENT A
APPLICATION FOR FUNDING
Grant Project Narrative
(Narrative Page 2)

victimization. Through an intake process, young people are determined eligible for services if they are not younger than age 17 or older than age 24 at time of enrollment and have one of the following barriers: an offender or justice involved, who has a history of trauma related to crime victimization;; individual in foster care or who has aged out of foster care, or an individual who has been a victim of trauma related to a crime or a secondary victim (based on victimization type).

The Hubs are physically located at and coordinated by two long-standing nonprofits within the Nashville community, Monroe Harding (primarily working with youth in foster care) and the Martha O'Bryan Center (an anti-poverty organization providing wrap-around services to one of Nashville's highest-need neighborhoods). These organizations are strategically located in high crime, high poverty neighborhoods based on the prominence of violent crime (robbery, homicides, aggravated assaults, etc.). Monroe Harding and the Martha O'Bryan Center coordinate all direct-service work happening in the Hubs including the staffing of a Hub Director, Employment Coaches, and Peer Support Workers (PSW), while Metro Action Commission provides support in coordination, collaboration, data collection and data reporting.

A core function of the Hubs is to promote coordination of efforts to assist these victims through partnership with community organizations who can meet their immediate needs, as well as their long-term goals. The Hubs strategically coordinate wrap-around services for those in our community exposed to crime, some just by virtue of living in a high crime, high poverty neighborhood. Some of these services include counseling, legal support, emergency financial assistance, and access to education, training and/or employment opportunities.

Since their launch in February 2020, the Reengagement Hubs have served 113 clients. Of those clients, 72 percent are Black or African American, 13 percent are White Non-Latino, six percent are Hispanic, two percent are Asian, one percent is American Indian/Alaska Native, and one percent is Native Hawaiian or Pacific Islander. Sixty-eight percent of clients identify as female and 32 percent identify as male. Twenty-five percent of all clients are experiencing homelessness, 13 percent report living with a disability, two percent identify as immigrants and only one percent of clients have limited English proficiency.

While we are undoubtedly thrilled at the early success of the Reengagement Hubs, we are keenly aware that the clients we serve represent a somewhat homogenous population of Nashville's young people. Due to the timing of the Hub launch (February 2020) and the COVID-19 pandemic (March 2020), the Hubs were not able to successfully execute a finalized recruitment plan that would establish a robust presence within the Nashville community. In launching the Reengagement Hubs, we had planned several in-person recruitment initiatives to increase awareness of the Reengagement Hubs. These initiatives included Open Houses, partnership events with other service providers, and door-to-door canvassing in high-crime, high-poverty neighborhoods. Unfortunately, these initiatives had to be quickly canceled due to the pandemic and stay-at-home mandates. Without a strong technological platform in place, we were unable to quickly transition our recruitment strategies into a virtual and fully accessible space.

There is a significant need for us to increase community awareness about the Reengagement Hubs and the services provided to youth experiencing victimization and disconnection. It is especially critical that we implement targeted recruitment and referral efforts to connect with clients (and service providers who have existing relationships with these communities) who are disproportionately impacted by the

ATTACHMENT A
APPLICATION FOR FUNDING
Grant Project Narrative
(Narrative Page 3)

COVID-19 pandemic, including low-income people of color, individuals with disabilities, immigrants and refugees, individuals with limited English proficiency, female clients who are parenting, and more. However, we currently lack the resources (financial and technological) necessary to create and distribute virtual, accessible and ADA compliant outreach materials.

Additionally, as part of our intended recruitment efforts, Metro Action Commission and the Reengagement Hubs sought to work with a network of service provider agencies (referred to as the Opportunity Youth Collaborative) to utilize a coordinated delivery approach in addressing the challenges young people are experiencing. As part of this approach, we hoped to identify and work with other youth-serving agencies, particularly those serving underrepresented communities, to create a streamlined referral network. This strategy was designed as a “no wrong door” approach – providing a universal gateway for young people to access community programs that would reduce the need for young people to visit multiple agencies, thereby completing multiple sets of complex forms and intake measures. To ensure the highest efficacy of this initiative, we sought to develop communities of practice within this network that would foster learning environments for all providers to gain additional tools and advance their skills to build holistic, positive, and effective relationships with Opportunity Youth. Strategies included the development of trainings accessible to staff and service providers, as well as training opportunities that support peer-to-peer engagement within the established network. In bringing on new clients (and continuing to serve existing clients well), it is critical that our Reengagement Hubs have the resources needed to increase awareness and to continue providing services and connecting with underserved youth.

Please demonstrate the need for the project and provide a clear statement of how funding will support the overall success of the project and the project’s value to underserved victims. What is needed for the above problem to find resolution? Please list specific activities or strategies to address the problem above. If your organization already has technology or strategies in place, how will this project enhance the mechanisms that are already in place?

Several research studies have already demonstrated the dramatic impact of COVID-19 on victims of crime and victim services. Domestic violence and other forms of interpersonal violence notoriously increase during times of crisis and the crisis resulting from the current pandemic is no different. Social-distancing and isolation exacerbate trauma, while also making people more vulnerable to coercion, violence, and abuse. With a known increase in victimization and disconnection within our community, it is imperative that we enhance our efforts to virtually recruit and serve young people who need us most during these challenging times. Funding for this project would provide invaluable support in removing two of the largest barriers our clients are experiencing in accessing services at the Reengagement Hub: limited technology and limited awareness.

Because the Reengagement Hubs opened just weeks prior to the onset of the pandemic, there is a community-wide lack (both in clients and other youth service providers) of awareness about the services available at the Hubs. The Hubs currently have the capacity to serve more clients but there is a gap of knowledge that we must address to recruit or refer more clients. To address this gap, we intend to strategically increase and enhance our online presence. Currently we do not have a centralized webpage on Metro Action Commission’s (MAC) website that promotes the presence and shared purpose of the Reengagement Hubs, nor a centralized, online referral form that would allow a client to sign-up and/or a

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(Narrative Page 4)

service provider to refer an existing client. Funds from this grant would be used to support the expansion of our existing Metro Action Commission website and would enhance the webpage currently dedicated to Youth Services. This enhancement would include general information regarding all of MAC's youth service programs, an online referral portal to the Reengagement Hubs, a calendar of virtual events, youth employment opportunities, financial literacy resources, and information for other youth service providers. Funds would be used to ensure that the site would meet the nondiscrimination requirements under Title II of the Americans with Disabilities Act (ADA), certifying that images are posted with text equivalents, documents are posted in an accessible format, the website features descriptive HTML tags and accessible coding, and that all ongoing webpage updates will be tested for full accessibility. Additionally, this webpage (or set of webpages) would be offered in multiple translations, including any client-facing documents or forms. Based on the demographic data of our current Reengagement Hub clients, we know that we must make an intentional effort to specifically reach young people living with a disability, as well as young people who may have limited English proficiency.

In the process to develop, design and launch a centralized Youth Services (including Reengagement Hubs) webpage(s) on the Metro Action Commission website, it is imperative that we work directly with our consumers (in this case young adults) to ensure that the created content is appealing, applicable and relevant to their expressed needs. Funds from this grant will be used to support our efforts to collect feedback regarding design and content directly from the consumers we intend to serve.

Along with the enhancement and expansion of the website, we will use funds from this grant to create and distribute additional marketing collateral to promote the Reengagement Hubs to underserved populations within our community. Specifically, we would target our efforts (both in creation and distribution) to reach the following populations: young women who are parenting and serve as the single/primary parent, individuals involved with the justice system, individuals who identify as LGBTQIA+, individuals with disabilities, and individuals with limited English proficiency. Planned collateral includes posters, flyers, social media graphics, brochures, one-pagers, testimonials, and explainer videos. All collateral would be designed and produced for both print and digital use. As with the planned webpage, we would ensure that all produced materials are fully in compliance ADA regulations, and are translated in languages specific to the Nashville community (primarily Spanish and Arabic). As with the website, we would use funds from this grant to support our efforts to collect feedback regarding the design, content, and utility of the produced collateral.

While our efforts would be primarily focused on reaching underserved clients, our marketing strategy would include the creation and distribution of data-sharing materials with key stakeholders from within the Nashville community. In the summer of 2020, the Opportunity Youth Collective (including our Opportunity Youth Leadership Team) launched a digital report called, *Centering Youth Voice: Collaborating with Opportunity Youth to Foster Systems Change*. This report, informed by quantitative and qualitative data from young people experiencing disconnection, presents four preliminary findings and eight recommendations that serve as a framework for guiding collective action when working with disconnected youth. This 50+ page document is rich with primary source data and recommendations for action in successfully addressing disconnection in Nashville. We would use funds from this grant to design print and digital materials to succinctly share these findings with a variety of key stakeholders in our community. This intentional information sharing with other youth service providers, as well as local

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(Narrative Page 5)

government and city officials, allows for the work happening at the Reengagement Hubs to be tied and shared with larger systems that have the ability to sustain and broaden our impact with young people.

With the creation and/or distribution of accessible marketing materials, a fully implemented Youth Services webpage and online referral process, and a series of high quality, research-based trainings shared to increase engagement and support; Metro Action Commission has the opportunity to disrupt disconnection caused by COVID-19 not only for 17 to 24-year-old victims of crime, but also disconnection that has occurred within the service provider system. This intentional integration with targeted service providers will allow for coordinated service delivery at the Reengagement Hubs to be tied to a larger system that has the community support to sustain and broaden impact. In addition, working strategically with other service providers allows for mutual reinforcing activities and the continuous communication needed to sustain the system change desired.

ACTIVITIES

*Provide a detailed and specific timeline to demonstrate the planned purchases, installations, and other activities related to this project; the position responsible for overseeing said activity; and the expected completion date. When describing activities, consider the following questions: When will items be purchased? When will items be installed? Who will oversee the installation? Who and how will information be distributed? When will registration take place? When will a staff member attend training? Add additional lines as necessary. **ALL ACTIVITIES MUST BE COMPLETED/INSTALLED AND READY FOR USE NO LATER THAN 9/30/2021.***

IMPLEMENTATION TIMELINE

WHAT IS THE ACTIVITY?	WHO RESPONSIBLE FOR SEEING THIS ACTIVITY TO COMPLETION?	WHEN WILL THIS ACTIVITY BE COMPLETED?
Enter strategic planning for the development, design and launch of a centralized Youth Services (including Reengagement Hubs) webpage(s) on the Metro Action Commission website	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of Communications	June-September 2021
Fund and establish contract with integrated marketing and communication agency	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of Communications	June-July 2021
Collaborate with Metro Government General Services Department to ensure that the webpage is accessible and compliant with ADA regulation. Work with Metro Government and local nonprofit organizations to ensure that the site and all included documents are translated (at minimum) in Spanish and Arabic.	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of IT	August – September 2021

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Launch webpage(s)	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of IT, MAC Director of Communication	September 2021
Enter strategic planning for the development, design, and distribution of marketing collateral to provide public awareness to specific underserved population and youth service providers	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of Communication	May – June 2021
Fund and establish contract with integrated marketing agency	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation	June-July 2021
Launch and distribute print and digital versions of finalized collateral	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation, MAC Director of Communication	September 2021
Identify and schedule high-quality, evidence-based training for Reengagement Hub and MAC staff that work with VOCA customer	MAC Youth Special Projects Coordinator, MAC Director of Transformation and Innovation	May – September 2021

INPUTS

This section should describe the factors the organization requires to conduct its activities related to this project.

List the startup cost(s) of the software/program/website/equipment/construction/repair

- Marketing collateral - \$19,570
 - Includes design, ADA compliance services, translation services, consumer feedback, printing
- Hiring of consultant to assist with efforts to identify specific underserved youth impacted by or deemed as victim of crime to support the development of recruitment and engagement materials and webpage - \$10,000
- Series of trainings to strengthen youth-serving staff's ability to work with underserved communities - \$5,000
- Youth Services Webpage(s) - \$10,000
 - Includes design, ADA compliance services, translation services, consumer feedback/focus group

Describe how this project will continue to be funded after VOCA funding ends

WIOA grant funding, local dollars for Youth Services (allocated from the Mayor's Office)

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List items over \$500, how they will be used to reach previously underserved victims

- Suite of marketing collateral (digital and print versions) used to generate public awareness about the Reengagement Hubs with a specific focus on reaching underserved communities. **\$19,570**
 - Materials will be intentionally designed and distributed to reach specific populations of underserved victims. This includes young women who are parenting and serve as the single/primary parent, individuals involved with the justice system, individuals who identify as LGBTQIA+, individuals with disabilities, and individuals with limited English proficiency. Multiple versions will exist with attention given to accessibility and translation services.
- Enhanced and expanded Youth Services webpage (or webpages) on the Metro Action Commission website. - **\$10,000**
 - The enhanced Youth Services webpage will allow young people experiencing disconnection (and other youth service providers) to access information more easily about available community services/resources. The webpage(s) will include general information about the Reengagement Hub, an online referral portal that will streamline the intake process, a calendar of virtual events, additional resources specific to disconnected youth, and information for other youth service providers. The webpage(s) will be compliant with ADA regulations and will offer translation services for individuals with limited English proficiency.
- High quality, evidence-based trainings to prepare staff to work with specific underserved populations. - **\$5,000**
 - Funding from this grant would be used to support the procurement of high-quality, evidence-based trainings for Reengagement Hub staff and other youth service providers in the following areas: trauma-informed care, family-centered coaching, motivational interviewing, positive youth development, and fostering Youth Voice and Youth leadership. Additionally, we would work with local and national level organizations to provide staff training in working with clients with disabilities (including information on how to provide accommodating and adaptive services), working with clients and families with limited English proficiency, and working with communities experiencing marginalization. This series of virtual training opportunities would be available to Reengagement Hub staff as well as to our network of youth service provider partners within the Opportunity Youth Collaborative. In providing this training to our larger network, we will increase Nashville's collective capacity to work with underserved communities of young people across multiple community agencies.

Estimate the number of additional victims that will be served annually by this upgrade/addition to your services

150

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COLLABORATION ACTIVITIES

Collaboration is defined as a mutually beneficial and well-defined relationship entered by two or more organizations to achieve results; they are more likely to achieve success together rather than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained.

*Describe any collaborations with other agencies that will enhance this project. This should be a description of collaboration activities with agencies and not simply a list of agencies you work with. **If the goal of this project is to only purchase equipment or technology this question does not need to be answered, but please state that it is only for purchase of equipment or technology and do not leave this answer blank.***

Work in our two VOCA-funded Reengagement Hubs is grounded in collaboration. Through that grant, we currently have contract agreements with two community agencies: Monroe Harding and the Martha O'Bryan Center. These contracts outline the scope of work which includes collaborative efforts, and shared data monitoring practices. Monroe Harding and the Martha O'Bryan Center coordinate all direct-service work happening in the Hubs including the staffing of a Hub Director, Employment Coaches, and Peer Support Workers (PSW), while Metro Action Commission provides support in coordination, collaboration, staff training, data collection and data reporting. We will continue to work in partnership with these two agencies to enhance this proposed project. We will work directly with staff at the Reengagement Hubs (including the Peer Support Workers) in the strategic planning, design and distribution of all recruitment tools. Additionally, we will work with these agencies to identify training needs specific to the clients we intend to serve and the existing skillsets of our victim advocates.

In our effort to reach underserved Opportunity Youth impacted by victimization, we will leverage relationships with our existing network of partners within Nashville's Opportunity Youth Collaborative. The Opportunity Youth Collaborative (OYC) is a coalition of diverse stakeholders, including Opportunity Youth, who have come together to shape systems change and create access for all, with an underlying and driving commitment to equity and inclusion for those who have been left out of our city's prosperity and growth. Currently, the OYC represents 25 different organizations within the Middle Tennessee region across multiple sectors which include the Mayor's Office, United Way, the Nashville Chamber of Commerce, Metro Nashville Public Schools and the Tennessee College Access & Success Network. It is our intention to leverage these existing relationships and to continue bringing new and diverse stakeholders into this group as part of our efforts to enhance the proposed project. We know that we can deepen and broaden our impact through the continued development of this community of practice. This project will provide training and information sharing opportunities to members of this overarching collaborative, ensuring that all youth service providers who work with underserved communities have the appropriate training required to deliver highly effective services to all populations of young people.

A central tenant of the OYC is the intentional inclusion of Youth Voice at every level of the work. Partners in the OYC are committed to a process that authentically embraces Opportunity Youth as leaders, providing fresh insight and new energy that drives our work together. Accordingly, a large component of our collaborative work within this project will live directly with young people. We believe that engaging youth in the development of service provision strengthens the system by making services more adaptable, culturally relevant, and accessible for the age group in need of service. As part of this project, we will

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work intentionally with our youth leadership council, the Opportunity Youth Leadership Team (OYLT) in the strategic planning, development and design of all recruitment and outreach efforts.

Specifically, we will work with the OYLT to create best practices for the development of current and future marketing collateral to ensure that produced materials are effective and relevant to young people. Additionally, we will develop outreach teams of Opportunity Youth who will co-lead the effort to distribute resource information and opportunities directly with other Opportunity Youth impacted by victimization. We will also engage the OYLT in the strategic planning and development of all proposed training opportunities for youth service providers. In the creation of the proposed virtual library of training resources, we will intentionally include trainings that build leadership capacity of Opportunity Youth in partnership with experts in youth leadership development. Additionally, we will include trainings that assist organizational leaders to build the capacity of service providers to support youth clients as key stakeholders in their own success.

GRANT BUDGET				
AGENCY NAME: Metropolitan Government of Nashville and Davidson County (MAC)				
FUND SOURCE: VOCA				
SOLICITATION TITLE: Access to Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 5/20/2021 END: 9/30/2021				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$29,570.00	\$10,000.00	\$39,570.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$5,000.00	\$0.00	\$5,000.00
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	\$5,430.00	\$0.00	\$5,430.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$10,000.00	\$50,000.00

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

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Government of Nashville and Davidson County (MAC)

FUND SOURCE: VOCA

SOLICITATION TITLE: Access to Services

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Marketing Collateral fees - Design, Production, Translation, Printing, Consumer Feedback/Focus Group	\$19,570.00
Data Management Consultation for purpose of supporting marketing and out reach efforts	\$10,000.00
Webpage Development - Design, Production, ADA Compliance Review (prorated cost- full project is over \$50,000)	\$10,000.00
TOTAL	\$39,570.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Virtual Training and Conferences Attended by Agency Staff (proated cost- full training cost \$18,000)	\$5,000.00
TOTAL	\$5,000.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: MAC Administration and Leasehold	\$5,430.00
TOTAL	\$5,430.00

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)	2017-VA-GX-0051
Federal award date	9/28/2017
CFDA number and name	16.575; Victims of Crime Act 2017
Grant contract's begin date	5/20/2021
Grant contract's end date	9/30/2021
Amount of federal funds obligated by this grant contract	\$40,000.00
Total amount of federal funds obligated to the subrecipient	\$40,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$37,516,765.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Laura Swanson Laura.Swanson@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	14%

ATTACHMENT C**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

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

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

Grantee's Edison Vendor ID number: 4

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

Certification Regarding VOCA Special Conditions**Instructions for Completing the Special Conditions Pages
2018 VOCA (2018-V2-GX-0024)**

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.

AWARD CONTINUATION SHEET

Grant


PROJECT NUMBER 2018-V2-GX-0024


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

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

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

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>3. Compliance with DOJ Grants Financial Guide</p> <p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p> <p>4. Reclassification of various statutory provisions to a new Title 34 of the United States Code</p> <p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p> <p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p> <p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.</p> <p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p> <p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p> <p>6. Requirements related to "de minimis" indirect cost rate</p> <p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>7. Requirement to report potentially duplicative funding</p> <p>If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p> <p>* 8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p> <p>9. Requirement to report actual or imminent breach of personally identifiable information (PII)</p> <p>* The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.</p> <p>10. All subawards ("subgrants") must have specific federal authorization</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").</p> <p>The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).</p> <p>The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.</p> <p>12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p> <p>13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").</p> <p>14. Requirement for data on performance and effectiveness under the award</p> <p>The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.</p> <p>15. OJP Training Guiding Principles</p> <p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.</p>			



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SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54


The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."


20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38


The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.


Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.


The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>21. Restrictions on "lobbying"</p> <p>In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)</p> <p>Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p> <p>Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.</p> <p>* Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct</p> <p>The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.</p> <p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).</p> <p>Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.</p>		

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>24. Restrictions and certifications regarding non-disclosure agreements and related matters</p> <p>No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p> <p>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.</p> <p>1. In accepting this award, the recipient--</p> <p>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</p> <p>b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</p> <p>a. it represents that--</p> <p>(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p> <p>b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>			

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PROJECT NUMBER 2018-V2-GX-0024		AWARD DATE 08/09/2018	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</p> <p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p> <p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p> <p>26. Encouragement of policies to ban text messaging while driving</p> <p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p> <p>27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</p> <p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p> <p>28. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.</p> <p>29. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.</p>			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>30. VOCA Requirements The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:</p> <p>a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);</p> <p>b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and</p> <p>c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.</p> <p>31. Demographic Data The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.</p> <p>32. Discrimination Findings The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings * to the Office for Civil Rights of OJP.</p> <p>33. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.</p> <p>34. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.</p> <p>35. FFATA reporting: Subawards and executive compensation The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p> <p>This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>			

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PROJECT NUMBER	2018-V2-GX-0024	AWARD DATE	08/09/2018
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SPECIAL CONDITIONS

36. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

37. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

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

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

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

39. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).

Name and Title of Authorized Official:

Lavoneia C. Steele, Ed.D., Board Chair

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

Certifying Designee's Address:

☒

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

DocuSigned by:

Lavoneia C. Steele

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Board Chair

5/6/2021 | 8:17 AM PDT

Name, Title

Date

**Tennessee Department of Finance and Administration**

Office of Criminal Justice Programs

312 Rosa Parks Ave, Ste. 1800

Nashville, TN 37243-1102

High-Risk Designation Certification

The Office of Criminal Justice Programs (OCJP) subrecipients of Department of Justice (DOJ) funds are required to disclose whether the subrecipient is designated "high risk" by a federal grant-making agency. If the subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, **the subrecipient must disclose that fact and certain related information to Office of Criminal Justice Programs (OCJP) by emailing the Program Manager.**

For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and
4. The reasons for the high-risk status, as set out by the federal awarding agency.

The recipient agrees to comply with any additional requirements that may be imposed by the OCJP during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

Name and Title of Authorized Official or Designee:**Name and Address of Authorizing Agency:**

DocuSigned by:
LaVoncia C. Steele
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Authorized Signature of the Applicant Agency or Designee

5/6/2021 | 8:17 AM PDT

Date

CERTIFICATION REGARDING NON-SUPPLANTING

(PAGE 1 of 1)

NON-SUPPLANTING CERTIFICATION

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

Name and Title of Authorized Official: LaVoneia Steele, Board Chair

Name and Address of Authorizing Agency: Metropolitan Action Commission
800 2nd Ave N, Nashville, TN 37201

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

Supplanting defined

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

Supplanting and job retention

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

DocuSigned by:

LaVoneia C. Steele

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Authorized Signature of the Applicant Agency:

5/6/2021 | 8:17 AM PDT

Date:

Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
 - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Certifications and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
 - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the signed Grant Contract.

CERTIFICATION REGARDING DEBARMENT, ET AL
(PAGE 1 OF 3)

**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-
recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participation agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 2 OF 3)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Name and Title of Authorized Official:

LaVoneia Steele, Board Chair

Name and Address of Authorizing Agency:

Metro Action Commission
800 2nd Ave N, Nashville TN 37201

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

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

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 3 OF 3)

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

DocuSigned by:

LaVoncia C. Steele

5/6/2021 | 8:17 AM PDT

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING LOBBYING

(PAGE 1 OF 1)

CERTIFICATION REGARDING LOBBYING

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Official: LaVoneia Steele, Board Chair

Name and Address of Authorizing Agency:

Metro Action Commission
800 2nd Ave N, Nashville TN 37201

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

DocuSigned by:

LaVoneia C. Steele

5/6/2021 | 8:17 AM PDT

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Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

**TENNESSEE CERTIFICATION OF COMPLIANCE
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS
FOR SUBGRANTS ISSUED BY
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS**

INSTRUCTIONS: Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #3. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #3 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

Agency Name: Metro Action Commission

Project Director's Name: Karen Walker

Agency Address:

800 2nd Ave N, Nashville TN 37201

Project Director's Phone: 615-862-8890

Grant Project Title: Access to Services

Grant Start Date: 5/20/2021

Grant End Date: 9/30/2021

Grant Duration: five months

Grant Amount: \$40,000.00

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this agency will maintain data (and submit when required) to ensure that:
 - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
 - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
 - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
 - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.
2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
 - a. Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228);
 - b. Victims of Crime Act (34 U.S.C. § 20110(e));
 - c. Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
 - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
 - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
 - j. Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13)

[Type text]

3. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to** the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

Name: Cynthia Croom

Title: Executive Director

Phone: 615-862-8860

Address: 800 2nd Ave N

City & State: Nashville, TN

Zip Code: 37201

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

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

Name, Title, and Address of Certifying Designee (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

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

DocuSigned by:

LaVencia C. Steele

5/6/2021 | 8:17 AM PDT

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Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING FFATA

(PAGE 1 OF 2)

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

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

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

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

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

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

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

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Name and Title of Authorized Official: LaVoneia Steele, Board Chair

Name and Address of Authorizing Agency: Metro Action Commission
800 2nd Ave N, Nashville, TN 37201

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

☐ **Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification.
(Please click the box to the left)

☒ **Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: *(Please check the box to the left & provide an explanation below)*
Explanation:

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, sign & date each certification, and return signed certifications to your OCJP Program Manager by mail.

DocuSigned by:

LaVoneia C. Steele

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Authorized Signature of the Applicant Agency:

5/6/2021 | 8:17 AM PDT

Date:

CERTIFICATION REGARDING Personally Identifiable Information (PII)

(PAGE 1 OF 1)

**Requirement to report actual or imminent breach of
Personally Identifiable Information (PII)**

The grantee agrees to assist Office of Criminal Justice Programs in complying with OMB Circular A-130.

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OCJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Name and Title of Authorized Official: LaVoneia Steele, Board Chair

Name and Address of Authorizing Agency: Metro Action Commission
800 2nd Ave N, Nashville, TN 37201

DocuSigned by:

LaVoneia C. Steele

5/6/2021 | 8:17 AM PDT

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Authorized Signature of the Applicant Agency

Date



Tennessee Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa Parks Ave, Ste. 1800
 Nashville, TN 37243-1102

CERTIFICATION OF MATCH SOURCE

I certify that I understand the match obligation for this funding. No federal dollars (including pass through funds from other state departments) will be used to match the funds received.

I also certify that Metro Action Commission (name of awarded agency recipient) has the following match sources:



Cash (Any cash spent on allowable expenses funded by unrestricted funds)

Source of cash match: MAC Youth Metro Appropriations



In-Kind (i.e., volunteer time, 100% donated space, donated goods given to clients)

Source of in-kind match: _____

I further certify that I have read and understand the requirements for cash and in-kind match, including documentation of in-kind, as specified in the online [OCJP Grants Manual](#).

SUBMITTED BY:

DocuSigned by:
LaVoneia C. Steele
 Signature: _____
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 Name: LaVoneia C Steele
(Authorized Official)

Date: 5/6/2021 | 8:17 AM PDT
 Title: Board Chair