



GOVERNMENTAL GRANT CONTRACT

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

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| Begin Date 6/1/2021 | End Date 9/30/2021 | Agency Tracking # - | Edison ID |
| Grantee Legal Entity Name Blount County Government | | | Edison Vendor ID 56476 |
| 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 |
| 2021 | | \$41,345.00 | |
| TOTAL: | | \$41,345.00 | |
| | | | TOTAL Grant Contract Amount \$41,345.00 |
| | | | \$41,345.00 |
| Grantee Selection Process Summary | | | |
| <input checked="" type="checkbox"/> Competitive Selection | | The Competitive Selection process utilized was as per the DGA. | |
| <input type="checkbox"/> Non-competitive Selection | | | |
| Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. | | <i>CPO USE - GG</i> | |
| Speed Chart (optional) FA00002890 | Account Code (optional) All Other - 71304000 | | |

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

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 Blount County Government, 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 # 56476

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 6/1/2021 ("Effective Date") and extend for a period of Four (4) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty One Thousand Three Hundred Forty Five Dollars (\$41,345.00) ("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:

Charles Johnson, Program Coordinator ISP
Blount County Juvenile Court
335 Court Street
Maryville, Tennessee 378045906
Email: cjohnson@blounttn.org
Telephone # (865) 273-5948

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 B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

- j. Monthly depreciation amount, if applicable.

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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,

BLOUNT COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VOCA

| | | | |
|--|--|--|---|
| Required Information on Authorizing Agency: Name: Blount County Government Federal ID Number (FEIN): 62-6000495 DUNS Number: 074916206 SAM Expiration Date: 12/11/2021 Fiscal Year End Date: | | Implementing Agency: Name: Blount County Juvenile Court Address: 335 Court Street Maryville, TN 37804-5906 | |
| Will You Have Any Subcontracts? No | | | |
| Project Title: Access to Services | | | |
| Contract Start Date: 6/1/2021 | | Contract End Date: 9/30/2021 | |
| AUTHORIZED OFFICIAL - Contact Information | | | |
| (Name, Title, and Complete Mailing Address) Ed Mitchell, County Executive 341 Court Street Maryville, 37804-5906 | | Phone Number: (865) 273-5700 EXT: | E-Mail Address: emitchell@blounttn.org |
| PROJECT DIRECTOR - Contact Information | | | |
| (Name, Title, and Complete Mailing Address) Charles Johnson, Program Coordinator ISP 335 Court Street Maryville, 37804-5906 | | Phone Number: (865) 273-5948 EXT: | E-Mail Address: cjohnson@blounttn.org |
| FINANCIAL DIRECTOR - Contact Information | | | |
| (Name, Title, and Complete Mailing Address) Randy Vineyard, Finance Director 341 Court Street Maryville, 37804-5906 | | Phone Number: (865) 273-5700 EXT: | E-Mail Address: rvineyard@blounttn.org |
| County/Counties Served (Type ALL if Statewide): Blount | | | |
| U.S. Congressional District(s): 2 | | | |

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 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 eh 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.

Overview:

Blount County General Sessions Court, Division II, Juvenile Division, is a General Sessions Court exercising concurrent Juvenile Court jurisdiction. The court's jurisdiction is general sessions, criminal, civil, domestic, juvenile, probate, and mental health. The judicial officers (1 judge, 1 full-time magistrate, 1 part-time magistrate) preside primarily over dependency and neglect cases, termination of parental rights cases, criminal cases in which children are the victims, and delinquency and unruly cases. The primary type of case filed in Blount County Juvenile Court involves abuse and neglect of children and/or domestic violence. Blount County Juvenile Court saw a 144% increase in new cases filed from calendar year 2019 to 2020. Furthermore, there was a 200% increase in the number of cases involving persons who identify as Hispanic, from 2019 to 2020. Domestic violence cases increased 50% in calendar year 2020. Blount County is experiencing an explosion of abuse, neglect, and domestic violence, with an ever-increasing Hispanic population who are also seeing increased rates of abuse, neglect, and domestic violence

Problem/Need 1: The Blount County Juvenile Court (General Sessions, Division II) is not designed to allow for accessible areas and victim safety.

- A. Our waiting areas for court are mainly hallways with multiple ingress and egress points that do not allow for safe and secure waiting and meeting areas for victims while at court.**

- B. Storage areas that could be repurposed to serve as safe and secure waiting areas for victims while at court are not accessible to those with disabilities in that they do provide adequate space for wheelchairs without being reconfigured.
- C. These spaces also do not have ADA compliant chairs and tables.
- D. These spaces and the hallways that access them do not have ADA compliant flooring, which should be flush and free of abrupt changes, but are uneven, torn, and have abrupt changes.
- E. These storage rooms have doors with glass panels that would allow someone outside the room to see inside.
- F. The repurposed safe, secure and accessible waiting areas for victims will be reserved exclusively for victims' use, whether these are child abuse and neglect or domestic violence victims.
- G. Additional Supporting Information:
 - a. According to the Violence Policy Center's September 2019 Report, *When Men Murder Women*, Tennessee ranked 5th in the number of murders perpetrated by abusers against women. <https://vpc.org/studies/wmmw2019.pdf>
 - b. Blount County Ranks 19th among all Tennessee counties in the number of child abuse cases, according to the 2019 KIDS COUNT State of the Child in Tennessee.
 - c. Photographic evidence, conveyed in a separate document, of torn carpeting, uneven tiles, uneven marble and raised thresholds, crowded storage rooms, non-compliant furniture.

Solution/Need 1: Repurpose six storage rooms to allow accessible, safe, and secure areas for victims to wait and to meet with social workers, attorneys, advocates, and court staff.

- A. Replace old, uneven flooring, torn carpeting, and thresholds that pose a safety hazard to victims with disabilities and replace with ADA complaint flooring.
- B. Install one-way mirror film on existing door windows to allow for victim safety in order that they remain unseen.
- C. Purchase and install ADA compliant tables and seating as well as child-friendly tables and seating to allow victims to comfortable meeting and waiting space.
- D. Purchase mini-refrigerators and place in repurposed rooms to provide water, beverages, and healthy snacks for those who may experience food instability or medical conditions that require regular hydration and nutrition (e.g., diabetes, hypoglycemia).
- E. Purchase and install keypad locks on the meeting/waiting room doors to provide for victim safety.
- F. Purchase and install interactive tablets that contain links to victim resources and to court forms as well as an emergency response button to alert court officers to any safety issues.
- G. Rooms will only serve victims. Keypads to the rooms will only be accessible by the court officer, judge, and judge's assistant.

Problem/Need 2: The Blount County Juvenile Court is not well-equipped to serve Hispanic victims despite Hispanics comprising Blount County's second-largest ethnicity.

- A. Blount County's population is currently 3.25% Hispanic (primarily Latina/Latino), according to DataUSA.*
- B. From 2019 to 2020, Blount County Juvenile Court (General Sessions, Division II) had a nearly 200% increase in the number of cases involving persons who identify as Hispanic.
- C. Outside of providing a court-appointed Spanish-language interpreter to interpret during court proceedings, Blount County Juvenile Court (General Sessions, Division II) has virtually no resources or capabilities to assist victims who identify as Hispanic and/or do not speak English or for whom English is a second language.
 - a. The judges and magistrates and the foreign-language interpreter are prohibited from providing advice to victims.
 - b. There is an identified need to protect victims who do not speak English as a first language, just as there is an identified need to protect native English-speaking victims.
- D. Additional Supporting Information:
 - a. *Blount County's 3 largest ethnic groups are White (Not Hispanic), White (Hispanic) and Black or African American. Data USA, <https://datausa.io/profile/geo/blount-county-tn>.

Solution/Need 2:

- A. Purchase and install interactive tablets that provide Spanish-language links to victim resources and to Spanish-language court forms as well as an emergency response button to alert court officers to any safety issues.

Problem/Need 3: Blount County Juvenile Court (General Sessions, Division II) has only institutional spaces that do not provide comfortable, trauma-informed waiting/meeting areas to help reduce victim anxiety associated with making court appearances.

- A. Storage rooms that would be repurposed as victim waiting/meeting rooms have old/peeling paint, irregular flooring, and an institutional feel.
- B. Storage rooms that would be repurposed as victim waiting/meeting areas have no toys or items that would provide educational interaction or entertainment to occupy child victims while they wait for court.
- C. Storage rooms that would be repurposed as victim waiting/meeting areas do not have furniture that is designed for children.

Solution/Need 3:

- A. Repaint rooms to cover old/peeling paint, which can be a safety hazard, and to provide a more inviting and less institutional atmosphere for victims to wait for court proceedings.
- B. Purchase mini-refrigerators and place in repurposed rooms to provide water, beverages, and healthy snacks to help provide comforting food/beverages for those waiting to attend court.
- C. Purchase child-accessible and child-friendly interactive tablets to provide child victims with education and entertainment while waiting for court.
- D. Rooms will only serve victims. Keypads to the rooms will only be accessible by the court officer, judge, and judge’s assistant.

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? |
|---|---|---------------------------------------|
| Source and Purchase Paint | Charles Johnson | 06/30/2021 |
| Source and Purchase Flooring | Charles Johnson | 06/30/2021 |
| Source and Painters | Charles Johnson` | 07/01/2021 |
| Source and Hire Flooring Installer | Charles Johnson | 07/01/2021 |
| Painting Completed | Charles Johnson | 07/30/2021 |
| Flooring Installation Completed | Charles Johnson | 07/30/2021 |
| ADA Compliant and Child Accessible Furniture Sourced and Purchased | Charles Johnson | 08/30/2021 |
| ADA Compliant and Child Accessible Furniture Assembled and Placed in Victim Waiting Rooms | Charles Johnson | 09/30/2021 |

| | | |
|---|-----------------|------------|
| Mirror Film, Mini-Refrigerators, Keypad Locks Sourced and Purchased | Charles Johnson | 09/01/2021 |
| Mini-Refrigerators Installed in Victim Waiting Rooms | Charles Johnson | 09/15/2021 |
| Mirror Film and Keypad Locks installed on Victim Waiting Room Doors | Charles Johnson | 09/30/2021 |
| Interactive, Dual-Language Monitors Sourced and Purchased | Charles Johnson | 07/01/2021 |
| Interactive, Dual-Language Monitors Programmed with Resource Connections and Spanish-Language Forms | Charles Johnson | 08/15/2021 |
| Interactive, Dual-Language Monitors Installed in Victim Waiting Rooms | Charles Johnson | 09/01/2021 |

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.

| Item | Quantity | Amount | Cost per Item | Total |
|---------------------------------------|--------------|--------------------------------|---------------|----------|
| Flooring | 3400 sq. ft. | Material PLUS Labor | \$8/sq. ft. | \$27,200 |
| Painting | 18 Gallons | Material | \$33/Gal | \$594 |
| Painting | 6304 Sq. Ft. | Labor | \$2/sq. ft. | \$12,608 |
| One-Way Window Film | 5 units | Material and Labor | \$50/door | \$250 |
| Mini-Refrigerators | 5 units | Material | \$200/unit | \$1,000 |
| Child-Accessible Tablets | 5 units | Purchase tablets | \$100/unit | \$500 |
| Interactive Displays | 3 units | Purchase 3 displays | \$800/unit | \$2,500 |
| Small ADA Compliant Conference Tables | 5 units | Purchase and assemble 5 tables | \$280/unit | \$1,400 |
| Large ADA Compliant Conference Table | 1 unit | Purchase and assemble 1 table | \$800/unit | \$800 |

| | | | | |
|------------------------------|----------|------------------------------|------------|---------|
| ADA Complaint Chairs | 10 units | Purchase 10 chairs | \$120/unit | \$2,880 |
| Child-Friendly Tables/Chairs | 5 sets | Purchase 5 sets | \$170/set | \$850 |
| Keypad Locks | 5 units | Purchase and install 5 locks | \$200/unit | \$1,200 |

List the ongoing costs of the software/program/upkeep:

Minimal, approximately \$156 per year for replenishment of water/snacks and interactive display software updates.

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

Blount County Juvenile Court Budget Line Items 101-53500-542200 (Food Supplies) and 101-53500-547100 (Computer Software)

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

Flooring, Paint, ADA Compliant Tables and Chairs, Keypad Locks, Interactive Displays, Child-Accessible Tables and Chairs.

All these items will be used to serve victims while they are at court. As stated previously, the waiting area for our court is the hallway of the courthouse. Creating new waiting/meeting areas for victims will serve these individuals by providing them with accessible, safe, and secure areas that do not exist at all at present. By repurposing the six existing storage rooms into private waiting areas for victims, this will help reduce the negative impacts and trauma of attending court by safely separating victims from their perpetrators.

Flooring: New flooring will help make the areas accessible to disabled victims by removing fall hazards and obstacles to mobility assistance devices (e.g., wheelchairs, walkers, canes).

Paint: New paint will make the areas appear more inviting, more child-friendly, and less institutionalized, which will help alleviate stress for victims.

ADA Compliant Tables and Chairs: Providing these will serve the disabled (or injured) victim population who currently has no access to ADA compliant seating or waiting areas at Blount County Juvenile Court (General Sessions Court, Division II).

Keypad Locks: These items will provide secure locks to victim waiting rooms. This will serve victims by providing a secure waiting space. Currently, there is no secure waiting area for victims except the judge's chambers.

Interactive Displays: Blount County Juvenile Court (General Sessions, Division II), does not provide in-house Spanish-language interpretation services, nor do we have anyone on staff who is fluent in Spanish. Providing Spanish-language resource linkage to the second-largest ethnic population in Blount County will provide services to a population that has not just been underserved, but entirely unserved.

Child-Accessible Tables and Chairs: Young victims do not have anywhere to wait for court or to meet with their attorneys or victim advocates. No space currently at the courthouse is trauma-informed and child-friendly. By providing age- and size-appropriate seating areas for children, this population will be served by providing them a more friendly and inviting environment that will hopefully reduce the stress of an already stressful court appearance.

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

We estimate that 1,300 additional victims will be served annually by this upgrade/addition to our services.

Prior to the Covid-19 pandemic, our hallways would be lined with an average of 50 to 100 people waiting for their court appearances. Effective March 15, 2021, the State Supreme Court is lifting its temporary suspension of in-person hearings, and we will resume normal operations.

Currently, there are no private or sequestered victim waiting areas available. Furthermore, Blount County Sheriff's Office provides only a single court officer per courtroom with NO law enforcement officers in the hallways to ensure victim safety. By utilizing the six new spaces, we would be able to create secure spaces for five groups of up to four people and for one group of up to eight people, to be used concurrently.

Blount County Juvenile Court (General Sessions, Division II), saw a 144% increase in the number of cases filed calendar year 2019 to 2020, with many of those being child abuse and neglect and domestic violence cases. According to *The Daily Times*, Blount County's newspaper of record, domestic violence cases increased 50% from January 2020 to July 2020. See https://www.thedailytimes.com/news/domestic-violence-increasing-during-virus-pandemic/article_3d6dd69c-c4d8-576f-a91f-f3453f30f8c1.html.

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 collaboration 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.

This grant would be used primarily for the purchase of equipment and technology. Part of the grant funds would be used to purchase three interactive monitors. These monitors would allow victims to learn more information about service providers and victim resources/supports within our community. These Interactive monitors will also provide information in Spanish. We envision having each of our local service providers and victim resource/support groups supply information about their services that we would load onto the monitors. Victims could access these services from the courthouse even if they do not have access to technology elsewhere. We plan a direct link to our jurisdiction's E-911 system that would allow victims to immediately request assistance from their secure space, should there be an emergency. We also have a social worker/Court liaison provided by the Department of Children's Services who can assist with Resource Linkage.

| GRANT BUDGET | | | | |
|--|--|--------------------|--------------------|--------------------|
| AGENCY NAME: Blount County Government | | | | |
| 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: 6/1/2021 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 | \$18,437.00 | \$4,610.00 | \$23,047.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ² | \$22,908.00 | \$5,727.00 | \$28,635.00 |
| 11, 12 | Travel, Conferences & Meetings ² | \$0.00 | \$0.00 | \$0.00 |
| 13 | Interest ² | \$0.00 | \$0.00 | \$0.00 |
| 14 | Insurance ² | \$0.00 | \$0.00 | \$0.00 |
| 16 | Specific Assistance To Individuals ² | \$0.00 | \$0.00 | \$0.00 |
| 17 | Depreciation ² | \$0.00 | \$0.00 | \$0.00 |
| 18 | Other Non-Personnel ² | \$0.00 | \$0.00 | \$0.00 |
| 20 | Capital Purchase ² | \$0.00 | \$0.00 | \$0.00 |
| 22 | Indirect Cost ² | \$0.00 | \$0.00 | \$0.00 |
| 24 | In-Kind Expense ² | \$0.00 | \$0.00 | \$0.00 |
| 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 | \$41,345.00 | \$10,337.00 | \$51,682.00 |

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

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

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: Blount County Government

FUND SOURCE: VOCA

SOLICITATION TITLE: Access to Services

| PROFESSIONAL FEE, GRANT & AWARD | AMOUNT |
|--|--------------------|
| Painting Labor | \$12,608.00 |
| One-way Window film labor | \$240.00 |
| Flooring Labor | \$10,200.00 |
| TOTAL | \$23,048.00 |

| SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION | AMOUNT |
|--|--------------------|
| Flooring Material | \$17,000.00 |
| 18 Gallons of Paint | \$604.00 |
| 5 Mini Refrigerators | \$1,000.00 |
| 5 Kids tables and chairs | \$850.00 |
| 5 Kid Friendly Tablets | \$500.00 |
| 24 Conference Chairs | \$2,880.00 |
| 3 Interactive Displays | \$2,400.00 |
| 6 Keypad Locks | \$1,200.00 |
| 5 6ft Conference Tables | \$1,400.00 |
| 1 10ft Conference Table | \$800.00 |
| TOTAL | \$28,634.00 |

ATTACHMENT B**Federal Award Identification Worksheet**

| | |
|--|---------------------------------------|
| Subrecipient's name (must match registered name in DUNS) | Blount County Government |
| Subrecipient's DUNS number | 074916206 |
| 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 | 6/1/2021 |
| Grant contract's end date | 9/30/2021 |
| Amount of federal funds obligated by this grant contract | \$41,345.00 |
| Total amount of federal funds obligated to the subrecipient | \$41,345.00 |
| 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) | N/A |

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: 56476

Is Blount County Government a parent? Yes No

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

Is Blount County Government 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: _____