STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
RESOURCE DEVELOPMENT AND SUPPORT
OFFICE OF CRIMINAL JUSTICE PROGRAMS
WILLIAM R. SNODGRASS TENNESSEE TOWER
SUITE 1200 312 ROSA L. PARKS AVENUE
NASHVILLE, TENNESSEE 37243-1102
(615) 741-7662
FAX (615) 532-2989

DAVE GOETZ
COMMISSIONER

RECEIVED
OFFICE OF THE MAYOR
2009 SEP 32 PM 12: 19

September 30, 2009

A C Wharton, Mayor
Shelby County Government
160 N. Main, 8th Floor
Memphis, TN 38103

Dear Mayor Wharton,

Enclosed are the contracts for your 2009/2012 Victims of Crime Act (VOCA) grant award. The amount of the award is 80% of the approved total cost for your project; your match is 20% either in-kind services or in cash, as indicated in your application.

To accept this grant award, please do the following:

- **Each of the two contracts** must be **signed by the Authorized Official** in the appropriate places.
- **The Authorized Official or designee must certify the following enclosed documents**:
  - "Attachment C, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"
  - "Attachment D, Certification Regarding Lobbying"
  - "Attachment E, 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, Nashville, Tennessee"
- Use a colored ink, such as blue - **do not use black ink!**
- **Return both contracts** to this office by **October 15, 2009.**

We suggest returning the contracts by means which will provide a written record of delivery and receipt, such as "return receipt requested" or delivery which can be tracked (FedEx, UPS, etc.).

After the approval of Commissioner Goetz, a fully executed contract will be returned to your agency. **No payments can be made until this process is complete,** therefore, a prompt return will ensure that the payment process will begin as soon as possible.

Your Program Manager is Terry Hardin and his phone number is 615-532-3355. If we can be of any assistance to you please call us. We look forward to our continued partnership with you.

RECEIVED
OFFICE OF THE MAYOR
2009 OCT -2 PM 2: 52

Sincerely,

Patricia B. Dishman

Patricia B. Dishman
Director

G R A N T

(GG-type cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

Agency Tracking #	Edison ID
N/A	

Grantee (legal entity name)	Grantee Federal Employer Identification #
Shelby County Government	☒ C- 62-60000841

VOCA

		Subrecipient or Vendor	CFDA #(s)
10/1/2009	6/30/2012	☒ Subrecipient ☐ Vendor	16.575

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010		$39,052.00			$39,052.00
2011		$39,052.00			$39,052.00
2012		$39,052.00			$39,052.00
TOTAL:		$117,156.00			**$117,156.00**

American Recovery and Reinvestment Act (ARRA) Funding – ☐ **YES** ☒ **NO**

OCR USE
GG

Agency Contact & Telephone #

Terry Hardin 615-532-3355

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
Shelby County Government

This 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" and Shelby County Government, hereinafter referred to as the "Grantee," is for the provision of passing through federal funds to government organizations for services provided to crime victims as required by the Victims of Crime Act of 1984, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 62-60000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere 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 is awarded and that is hereby incorporated into this Grant as Attachment A.

A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at http://www.state.tn.us/finance/rds/ocjp.htm, and in any correspondence from the Office of Criminal Justice Programs.

A.4. The Grantee shall comply with all requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at http://www.state.tn.us/finance/rds/ocjp.htm. 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 program is to provide high quality services that directly improve the health and well-being of victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and services for previously underserved victims. Services are defined as those efforts that:

a. respond to the emotional and physical needs of crime victims;

b. assist primary and secondary victims of crime to stabilize their lives after victimization;

c. assist victims to understand and participate in the criminal justice system, provide victims of crime with a measure of safety and security such as boarding up broken windows and replacing or repairing locks.

A.6. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.

a. this Contract document and all of its attachments and exhibits, excluding the following items incorporated by reference;

b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and

c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on **10/1/2009** and ending on **6/30/2012.** The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **one hundred seventeen thousand one hundred fifty-six and 00/100 dollars ($117,156.00).** The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A-1 for fiscal year 09-10, as Attachment A-1 for fiscal year 10-11 and Attachment A-1 for fiscal year 11-12, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. 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 compensated 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 work, 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, to:

Department of Finance and Administration
Office of Business and Finance
312 Rosa L. Parks Avenue
Suite 2000
Nashville, TN 37243-1102
Maher.M.Wasef@tn.gov

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Finance and Administration, Office of Criminal Justice Programs;

(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and 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. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to 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 grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, 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 Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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, they shall contain, at a minimum, sections of this Grant Contract below 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 be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.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 Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, *U.S. Code.*

D.8. 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 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.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated,* Title 8, Chapter 4, Part 4 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Finance and Administration, Office of Criminal Justice Programs." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.

E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Terry Hardin, Grant Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue
Suite 1200
Nashville, TN 37243-1102
Teryl.Hardin@tn.gov
Telephone # 615-532-3355
FAX # 615-532-2989

The Grantee:

Anna M. Whalley, Manager
Shelby County Crime Victim Center
600 Adams Avenue
Memphis, TN 38105
anna.whalley@shelbycountytn.gov
Telephone # 901-545-5342
FAX # 901-545-4208

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.

E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

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

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document 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 Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment 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. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. 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, 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 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;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
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 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 with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment 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 purchased with funding through this grant within thirty (30) days of the Grant Contract 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 loss describing reason(s) for the loss. Should the equipment 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 purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

Shelby County Government:

GRANTEE SIGNATURE **DATE**

A.C. Wharton, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Department of Finance and Administration:

M. D. GOETZ JR., COMMISSIONER **DATE**

OCJP Use Only
Application No_____
Grant No._____

ATTACHMENT "A"

Office of Criminal Justice Programs
2009/2010 Application for Funding

Please check the appropriate program box:

Byrne/JAG ☐Family Violence ☐STOP ■VOCA ☐Byrne Technology

Current Contract Z Number_____

Separate Application Packets must be completed for each program area.

1. Name and Address of Applicant: Shelby County Government 160 N. Main Memphis, TN 38103	1a. Internet Address (If Applicable)	
2. Implementing Agency: Shelby County Crime Victims Center 600 Adams Avenue Memphis, TN 38105	2a. Internet Address (If Applicable)	
2b. Sub-Contractor (if applicable)		
3. OCJP Program Title and Federal Purpose Area Number: VOCA- Senior Crime Victims and Vulnerable Populations		
4. Project Title: Senior Victim Advocate		
5. Beginning Date:10/1/2009	6. Ending Date:6/30/2012	
7. Federal I.D. #: 62-6000841		
8. Authorized Official (Name, title, and complete address): A C Wharton/Mayor 160 N. Main, 8th floor Memphis, TN 38103	Phone: 901.545.4500 Fax::( )	8a. E-Mail Address ac.wharton@shelbycountytn.gov
9. Project Director (Name, title, and complete address): Anna Whalley/Manager Shelby County Crime Victims Center 600 Adams Ave. Memphis, TN 38105	Phone: 901.545.5342 Fax: 901.545.4208	9a. E-Mail Address: anna.whalley@shelbycountytn.gov
10. Financial Director (Name, title, and complete Address): Cheryl Wright 600 Adams Ave. Memphis, TN 38105	Phone: 901.545.2175 Fax: 901.545.4208	10a. E-Mail Address cheryl.wright@shelbycountytn.gov
11. County or Counties in Which Project Will Operate: (List ALL) Shelby	11a. Total Population: 896,013 11b. Age Group of Project Target Population (if applicable):	
12. U.S. Congressional Districts 7,8,9		
13. List all federal and state grants that your agency currently receives: (use additional paper if necessary)		

Source	Grant Number	Amount	Purpose
STOP		49,264	Court Support, Advocacy
VOCA		143,536	Homicide Response Program
STOP ARRA	3793	57,110	DV Advocacy

Name and Phone Number of Person Completing Application:____Anna M. Whalley_____

Senior Victim Advocate

Shelby County Crime Victims Center

I. Purpose

Problem/Needs Statement

The field of victims' rights and advocacy has come a long way since its inception in the 1970's. As professionals became more aware of child physical and sexual abuse, they noted correlations with other interfamilial violence. Victims of child abuse and domestic violence have been extensively studied and service delivery models have been developed to meet their special needs. Less attention has been paid to elderly victims of crime- crime committed by family members, friends or by strangers. Seniors have unique characteristics that make them vulnerable to manipulation by those who wish to take advantage of them and may be reluctant to report crimes against them because of their relationship with the perpetrator, fear of reprisal, and/or fears of appearing gullible or unable to care for themselves. Many of these same characteristics are shared by other vulnerable populations such as persons with mental and physical disabilities.

Memphis and Shelby County agencies have come together to develop the Elder Support and Protection Resource (ESPR) collaborative. This group is comprised of law enforcement, social service agencies, victim service providers and others interested in the wellbeing of senior victims. The Senior Advocate employed by Family Services of the Mid-South has been a vital part of this group since its inception and has played an important role in its success. She has also provided a number of trainings to community and service agencies as have others in this collaborative. Increased awareness leads to more referrals making the availability of services for senior victims a necessity as identification of seniors in need without resources to assist them does nothing to address their problems.

Goals:

The services provided by the Shelby County Crime Victims Center Senior Advocate program will address the VOCA Goals of:

1. **Meeting the emotional and physical needs of victims** by providing education and support to victims and their caregivers, when appropriate. The physical safety of victims will be addressed by maintaining a working relationship with local law enforcement agencies to facilitate timely legal intervention to protect seniors and other vulnerable adults.
2. **Help stabilize the lives of victims** by providing ongoing support and guidance from the time of referral until the victim and the advocate agree that service delivery is complete.
3. **Help victims participate in the Criminal Justice System** by providing court accompaniment, assisting with locating transportation to and from court settings and serving as liaison to law enforcement and the attorney general's office.
4. **Provide safety** by connecting senior victims and vulnerable adults to services to assist with maintaining a safe environment.

II. Inputs

The Senior Victim Advocate will be housed at the Shelby County Crime Victims Center (CVC), one of the few free standing governmental victim centers nationwide. The advantages of being a governmental agency include access to court information and close working relationships with the attorney general's office and law enforcement. Since its inception in 1995, the CVC has worked to be the "hub of victim services" in Shelby County, providing direct services to victims and referral to agencies better equipped to meet specific victim needs. One such referral resource the CVC has utilized in the past was the program for senior victims that was administered at Family Services of the Mid-South. The CVC

welcomes the opportunity to include services for seniors in the array of services it provides to victims in Memphis and Shelby County.

Because of the agency's extensive history of working with victims, the CVC is able to provide the Senior Advocate program a number of supports including:

- Supervision by a Licensed Clinical Social Worker who is an expert in the field of crime victim services.
- Staff on-site who are specialize in Victims Compensation, domestic violence interventions and in providing support to family members of homicide victims.
- Access to student interns from area colleges who provide volunteer hours to assist victims of crime.
- Adequate salary and benefits to attract and maintain a highly qualified staff.

As with other grants the CVC receives from the Office of Criminal Justice Programs, this grant will fund mainly salaries and benefits for the Senior Advocate. Other expenses including rent, utilities and telecommunications will be borne by Shelby County.

Volunteers

Because of the involved nature of the services provided by the CVC, most of the volunteers utilized are student interns from area colleges and universities. These students are able to make a commitment of a block of time to their intern experience. Other volunteers are "survivors" of crime who have a desire to help others who are experiencing the pain and loss they have endured as victims. All volunteers receive training on the justice system and working with victims with an emphasis on maintaining confidentiality.

Volunteers who work with the Senior Advocate may perform an array of tasks. These may include but are not limited to:

- Assisting with updating and maintaining resource materials and referral lists.
- Producing brochures and handouts to use to promote the program.

- Assisting the Victim Advocate with follow-up phone calls to victims.
- Providing court accompaniment to victims or serving as their liaison to area law enforcement agencies.

III. Activities

In order to assist senior and other vulnerable adults in returning to their pre-trauma level of functioning, the Senior Advocate program will:

1. Meet with each victim who is referred in person, whenever possible, to assess their physical, emotional and environmental needs.
2. Provide supportive services to victims and to their caretakers when appropriate.
3. Work to prevent re-victimization through development and implementation of a safety plan.
4. Maintain contact with the Memphis Police Department, Adult Protective Services and other key agencies to ensure accurate and timely referrals that ensure victim safety and support.
5. Provide court support and education regarding victims' rights and serve as liaison with the attorney general's office to facilitate communication.
6. Follow-up with victims after resolution of their criminal cases to ensure that they are functioning well.
7. Provide educational trainings to professional and community groups, when possible, to increase awareness and identification of crime victims who are elderly or vulnerable.

Collaborators on this project include:

Ken Blackburn

Victim Witness Unit-Shelby County Attorney General's Office

201 Poplar Avenue, Suite 301

Memphis, TN 38103

901.545.5900

Linda Warren-Seely

Memphis Area Legal Services- Elder Law Program

100 N. Main, Suite 200

Memphis, TN 38103

901.255.3417

Patti Tosti

Elder Support and Protection Team

Compass Coordination, Inc.

1255 Lynnfield Road, Suite 150

Memphis, TN 38119

Catherine Coulter

Area Office on Aging

2670 Union Avenue Extended

Memphis, TN 38112

901.324.6333

Dennis Moy

Memphis Interfaith Association- Senior Companion Program

910 Vance, AV.

Memphis, TN 38126

901-529-4535

Curry Jackson

Adult Protective Services

170 N. Main Street

Memphis, TN 38103

IV Objectives

This program will be providing direct services to victims of crime. It is projected that the following victims will receive services during each year of the grant:

Child Physical Abuse	0	Child Sexual Abuse	0
DUI/DWI Crashes	0	Domestic Violence	0
Adult Sexual Assault	0	Elder Abuse	75
Adults Molested as Children	0	Survivors of Homicide Victims	0
Robbery	0	Assault	0

Other- Vulnerable Adult Victim-Non-Senior 10

This program will provide a variety of victim services. Come victims may receive only one service while others will receive many. The estimated numbers of services to be provided are:

Crisis Counseling	50	Follow-up Contact	60
Therapy	5	Group Treatment	0
Crisis Hotline Counseling	10	Shelter/Safe House	0
Information and Referral	75	Criminal Justice Support	10
Emergency Financial Assistance	45	Emergency Legal Advocacy	0
Assistance in Filing VC Claims	10	Personal Advocacy	55
Telephone Contacts/ I & R	60	Forensic Exams	0

This project will not use grant funds to support media events or to develop products.

Intended Outcomes

In measuring the meaningful services provided to senior and vulnerable victims the project will use the survey developed by OCJP to qualify the impact of programs providing services to elderly and disabled crime victims by measuring if the crime victims are satisfied with several service delivery components including achievement of the goals of the intervention, a decrease in feelings of vulnerability and overall satisfaction with the service delivery. Victim responses to the OCJP survey will ask for their input on whether or not they:

- Demonstrate increased control over their lives by achieving the goals they set out to accomplish.
- Show a decrease in their level of vulnerability or abuse related symptoms by feeling safer because of the services rendered.
- Show a decrease in their level of vulnerability or abuse related symptoms by having a better support system in whom they can trust.
- Show a decrease in their level of vulnerability or abuse related symptoms by being better able to access the services needed for basic living.
- Show a decrease in their level of vulnerability or abuse related symptoms by having the ability to make better choices.
- Express satisfaction with the services received.
- State that they now have a better understanding of how the criminal justice system works.
- Know how to access available resources and state they are able to do so.
- Recognize their legal rights by stating that they learned this from the Senior Advocate.

The Senior Advocate program will reflect its ability to work well with community collaborators by having the team members fill out a brief questionnaire describing the level of interagency collaboration.

V. Data Collection Procedures

Service delivery is measured at the CVC by inputting all services rendered into the CVC's confidential database. The database is queried periodically to obtain service delivery trends to distinct groups of victims or services provided by individual staff members. The Senior Advocate will input service data and notes into the system as soon as possible after the service is delivered to decrease the chance of inaccurate submission of data. The database will tally the number of victims served, the types of crime of which they were victims and the number and types of services provided. It will also compile the demographic data required by the grant.

The Senior Victim advocate will be responsible for data entry on the program services and for compiling the outcome survey data into a meaningful format. He/she will administer the survey to victims:

- When they have completed their goals and are no longer in need of services.
- Once per fiscal year.
- In person or by telephone.

The Senior Victim Advocate program will provide services to senior citizens and vulnerable adult crime victims in Shelby County, Tennessee.

ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2009, and ending 6/30/2010.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries	26144	6536	32680
2	Benefits & Taxes	10667	2667	13334
4, 15	Professional Fee/ Grant & Award [2]	0.00	0.00	0.00
373	Supplies	1441	360	1801
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	800	200	1000
11, 12	Travel/ Conferences & Meetings	0	0	0
13	Interest [2]	NA	NA	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0	0	0
17	Depreciation [2]	NA	NA	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	NA	NA	0.00
24	In-Kind Expense	NA	NA	0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)	0.00	0.00	0.00
25	**GRAND TOTAL**	**39052**	**9763**	**48815**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached 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.

ATTACHMENT A-1 (continued)

GRANT BUDGET LINE-ITEM DETAIL

SALARIES	AMOUNT
The position to be hired with this grant is that of a Victim Advocate. The person hired will have at least a Bachelor's degree and two years experience in a social service setting. She will assist victims on site at the CVC and/or in the domestic violence courtroom settings.	32,680
TOTAL	32,680

BENEFITS & TAXES	AMOUNT
Retirement-$4820, FICA- 2251, Medicare-526, Group Life- 247, LTD- 581, Health- 5058, OJI- 563, Unemployment- 119	13334
TOTAL	13334

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

SUPPLIES	AMOUNT
Supplies will pay for one computer for the new victim advocate, other office supplies and miscellaneous items needed for the program.	1801
	1801

TELEPHONE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

POSTAGE & SHIPPING	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

OCCUPANCY	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

EQUIPMENT RENTAL & MAINTENANCE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

0

PRINTING & PUBLICATION	AMOUNT
Funds will be used for educational publications, advocate's business cards and other materials needed for program.	1000
TOTAL	1000

TRAVEL/CONFERENCES & MEETINGS	AMOUNT

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

0

PRINTING & PUBLICATION	**AMOUNT**
Funds will be used for educational publications, advocate's business cards and other materials needed for program.	1000
TOTAL	1000

TRAVEL/CONFERENCES & MEETINGS	**AMOUNT**

INTEREST	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

DEPRECIATION	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OTHER NON-PERSONNEL	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

CAPITAL PURCHASE	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

ADDITIONAL IDENTIFICATION INFORMATION AS NECESSARY

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2011, and ending 6/30/2012.

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373	Supplies	1441	360	1801
6	Telephone	0.00	0.00	0.00
7	Postage & Shipping	0.00	0.00	0.00
8	Occupancy	0.00	0.00	0.00
9	Equipment Rental & Maintenance	0.00	0.00	0.00
10	Printing & Publications	800	200	1000
11, 12	Travel/ Conferences & Meetings	0	0	0
13	Interest [2]	NA	NA	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0	0	0
17	Depreciation [2]	NA	NA	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	NA	NA	0.00
24	In-Kind Expense	NA	NA	0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items)	0.00	0.00	0.00
25	**GRAND TOTAL**	**39052**	**9763**	**48815**

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached 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.

SALARIES	AMOUNT
The position to be hired with this grant is that of a Victim Advocate. The person hired will have at least a Bachelor's degree and two years experience in a social service setting. She will assist victims on site at the CVC and/or in the domestic violence courtroom settings.	32,680
TOTAL	32,680

BENEFITS & TAXES	AMOUNT
Retirement-$4820, FICA- 2251, Medicare-526, Group Life- 247, LTD- 581, Health- 5058, OJI- 563, Unemployment- 119	13334
TOTAL	13334

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

SUPPLIES	AMOUNT
Supplies will pay for one computer for the new victim advocate, other office supplies and miscellaneous items needed for the program.	1801
	1801

TELEPHONE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

POSTAGE & SHIPPING	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

OCCUPANCY	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0
TOTAL	0

EQUIPMENT RENTAL & MAINTENANCE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	0

TOTAL	0

0

PRINTING & PUBLICATION	**AMOUNT**
Funds will be used for educational publications, advocate's business cards and other materials needed for program.	1000
TOTAL	1000

TRAVEL/CONFERENCES & MEETINGS	**AMOUNT**

INTEREST	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

DEPRECIATION	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

OTHER NON-PERSONNEL	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

CAPITAL PURCHASE	**AMOUNT**
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	AMOUNT
TOTAL	AMOUNT

• *for* **ATTACHMENT "C" <Debarment>**

Instructions for Certification

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 which 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.

ATTACHMENT "C"

U.S. 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 prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Official

Name and Address of Authorizing Agency

I certify that the above information in Attachment "C" is correct and accurate. ☐ (Please check)

"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 section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

ATTACHMENT "D"

CERTIFICATION REGARDING LOBBYING

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 contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

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 that $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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, a grant, loan or cooperative agreement.

(2) If any no-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here **(Type N/A if not applicable)** and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subrecipients shall certify and disclose accordingly.

Name and Title of Authorized Official

Name and Address of Authorizing Agency

I certify that the above information in Attachment "D" is correct and accurate. ☐ (Please check)
"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 section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

ATTACHMENT "E"

**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, NASHVILLE, TENNESSEE**

INSTRUCTIONS: Complete the identifying information below. Read Parts I and II of this form completely, ***identifying under Part "I", the person responsible for reporting civil rights findings and under Part "II" checking one certification (A, B, C1, C2) that applies to your agency****. Please obtain the signature of the Authorized Official at the bottom of page 2, forward a copy of this form to the person identified under Part "I", and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Ave 12th Floor, Nashville, TN 37243-1102 with your signed contracts.*

Grant #: Grant Project Title:

Agency Name (Funded Subgrantee):

Address:
Duration of Grant:
Beginning Date: Ending Date: Award Amount:

Project Director's Name: Phone #:

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee Agency, 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.

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS: All subgrant 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.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.;* our projects and activities 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).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these finding, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred 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 this person, as identified below:

Person responsible for reporting civil rights finding of discrimination:

Name: Title: Phone:

Address: State: Zip

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:
Check certification box (A, B, C1 or C2 below) that applies: (Only **one** box may be checked per agency/funding entity.)

] **CERTIFICATION "A"** **[NO EEOP IS REQUIRED IF (1), (2) or (3), below, apply.]** (This Certification applies to most non-profits and small agencies.) Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than $1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and:

☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
☐ (2) has less than 50 employees; and/or
☐ (3) was awarded through this grant from the Tennessee Office of Criminal Justice Programs less than $25,000 in federal U. S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301. et seq.

] **CERTIFICATION "B"** **(EEOP MUST BE ON FILE)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than $25,000, but less than $500,000 in federal U. S. Department of Justice funds. Also, it has not been awarded more than $1 million cumulatively from all programs administered by the U. S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et. seq., sub part E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Tennessee Office of Criminal Justice Programs or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

] **CERTIFICATION "C1"** **(EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than $500,000 in federal U. S. Department of Justice funds, but it has not been awarded more than $1 million cumulatively from all programs administered by the U. S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency, to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

] **CERTIFICATION "C2"** **(EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees has been awarded $1 million cumulatively from all programs administered by the U. S. Department of Justice, including this subgrant from the Tennessee Office of Criminal Justice Programs, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency. **(If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)**

I certify that I have read and am fully cognizant of our duties and responsibilities under this Certification. ☐ (Please check)
"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 section 8 of attachment A)."
Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)