

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes**

January 11, 2020

4:30 p.m.

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager and Denver Waddell.
Member Absent: Catherine Denenberg

Meeting Venue was at the Courthouse and via a GoToMeeting pursuant to Resolution 20-04-812.

A. Contracts Approved by Law Director

B. Contracts Pending Law Director Approval

The Deputy Purchasing Agent let the Committee know both contracts now have Law Director approval.

1. **State of Tennessee Office of Criminal Justice Programs, Grant – VOCA Program, Contract #21-0079** – Twenty-nine month grant for the Family Justice Center.
2. **Carter Express, Office of the Mayor, Contract #21-0080** – One-year lease of land to Carter Express with monthly payments of \$350 to the County. Contract has cancellation clause.

Commissioner Mead made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously by roll call vote.

C. Other Business

1. **Request to surplus Vehicle from the Office of Aging** – 1992 Ford Bus, Inoperable. Starting bid of \$100.

Commissioner Mead made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously by roll call vote.

D. New Business

E. Old Business



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 1067

Date: 12/10/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Director of Accounts + Budgets

Address: 100 N. Main St, Room 210

City/State/Zip: Clinton, TN 37716

Phone: 865-457-6222

Email: t.spitzer@andersoncountys.org

Fax #: 865-264-6249

Name & Title: Tracy Spitzer, Juvenile Court

Director

SHIP TO: (if different)

Customer Name: Tracy Spitzer / Anderson County

Dept: Anderson County Juvenile Court

Address: 101 S. Main St Suite 200

City/State/Zip: Clinton, TN 37716

Phone: 865-457-6222

Email: t.spitzer@andersoncountys.org

Fax: 865-264-6249

CSA to Pick Up Current Copier if Completed:

Make: _____

Model: _____

Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	Cassette Unit - AH1		0732A033
1	Install PAK		3537V015
1	Printer connectivity		2368V991
1	HID Card Scanner/Follow me print		3575B678
1	Tracking Software		3575B436
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$23.50

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn. Mark Choate

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 1067

Date: 12/10/2020

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Director of Accounts + Budgets

Address: 100 N. Main St, Room 210

City/State/Zip: Clinton, TN 37716

Phone: 865-457-0222

Email: tspitzer@andersoncountys.org

Fax #: 865-204-6249

Name & Title: Tracy Spitzer, Juvenile Court Director

SHIP TO: (if different)

Customer Name: Tracy Spitzer / Anderson County

Dept: Anderson Co. Juvenile Court

Address: 101 S. Main St, Suite 200

City/State/Zip: Clinton, TN 37716

Phone: 865-457-0222

Email: tspitzer@andersoncountys.org

Fax: 865-204-6249

CSA to Pick Up Current Copier if Completed:

Make: _____ Model: _____ Serial #: _____

ImageClass MF449DW

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	ImageClass MF449DW MONTHLY RENTAL Cost Per Copy Charges apply		3514C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0205			
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TOTAL: \$23.50

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-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: mchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693



January 5, 2021

Terry Frank, County Mayor
Anderson County Government
100 North Main Street
Clinton, TN 377163683

Dear The Honorable Frank:

Enclosed is the contract for your FY2021 VOCA award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **Monday, January 25th, 2020**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Your Program Manager is Claire Wisely. For questions or assistance regarding this contract, please contact Claire Wisely, at claire.wisely@tn.gov.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Melissa Miller, Site Coordinator
File

Instructions for Completing the Certification Forms

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

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

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

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

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

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

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING LOBBYING

(PAGE 1 OF 1)

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

 Authorized Signature of the Applicant Agency:

 Date:

[Type text]

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

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

Agency Name:

Project Director's Name:

Agency Address:

Project Director's Phone:

Grant Project Title:

Grant Start Date:

Grant End Date:

Grant Duration:

Grant Amount:

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

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

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

[Type text]

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

Name: _____ **Title:** _____ **Phone:** _____
Address: _____ **City & State:** _____ **Zip Code:** _____

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

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

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

 Authorized Signature of the Applicant Agency:

 Date:

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

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

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

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

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

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

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

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

[Type text]

CERTIFICATION REGARDING FFATA
(PAGE 2 OF 2)

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

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

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

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

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

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

Certifying Designee's Name:

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

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

Authorized Signature of the Applicant Agency:

Date:

21-0079
CERTIFICATION REGARDING Personally Identifiable Information (PII)
(PAGE 1 OF 1)

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

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

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

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

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

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

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



U. S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 11

PROJECT NUMBER 2018-V2-GX-0024

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

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

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

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

17. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

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



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21. Restrictions on "lobbying"

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

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

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

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

- * Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W., Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline; (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

29. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.



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30. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

31. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

32. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

33. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

34. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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

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

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

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

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

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

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

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

Name and Title of Authorized Official: _____

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


Certifying Designee's Address: _____



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

Name, Title

Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																			
Begin Date 2/1/2021		End Date 6/30/2023		Agency Tracking # -	Edison ID																														
Grantee Legal Entity Name Anderson County Government					Edison Vendor ID 4143																														
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, Family Justice Center																																			
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td></td> <td>\$140,712.00</td> <td></td> <td></td> <td>\$140,712.00</td> </tr> <tr> <td>2022</td> <td></td> <td>\$207,796.00</td> <td></td> <td></td> <td>\$207,796.00</td> </tr> <tr> <td>2023</td> <td></td> <td>\$223,544.00</td> <td></td> <td></td> <td>\$223,544.00</td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$572,052.00</td> <td></td> <td></td> <td>\$572,052.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2021		\$140,712.00			\$140,712.00	2022		\$207,796.00			\$207,796.00	2023		\$223,544.00			\$223,544.00	TOTAL:		\$572,052.00			\$572,052.00
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<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.				CPO USE - GG																															
Speed Chart (optional) FA00003101		Account Code (optional) County - 71301000																																	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
Anderson 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 Anderson 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 # 4143

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 2/1/2021 ("Effective Date") and extend for a period of Twenty Nine (29) 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 Five Hundred Seventy Two Thousand Fifty Two Dollars (\$572,052.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021, Attachment A-1 for fiscal year 2022, and Attachment A-1 for fiscal year 2023, 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:

Claire Wisely, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: claire.wisely@tn.gov
Telephone # (615) 360-0374

The Grantee:

Melissa Miller, Site Coordinator

7th Judicial District Attorney General's Office
 101 S. Main Street, Suite 300
 Clinton, Tennessee 37716-3683
 Email: mlmiller@fjcanderson.org
 Telephone # (865) 457-5640

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

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

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

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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 thousand dollars (\$5,000.00). 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 offense 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. 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.

- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF,

Anderson 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 VOCA
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Anderson County Government Federal ID Number (FEIN): 62-6000477 DUNS Number: 074901612 SAM Expiration Date: Fiscal Year End Date: June 30		Implementing Agency: Name: 7th Judicial District Attorney General's Office Address: 101 S. Main Street, Suite 300 Clinton, TN 37716-3683	
Will You Have Any Subcontracts? No			
Project Title: Family Justice Center			
Contract Start Date: 2/1/2021		Contract End Date: 6/30/2023	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Terry Frank, County Mayor 100 North Main Street Clinton, 37716-3683		Phone Number: (865) 457-6200 EXT:	E-Mail Address: tfrank@andersontn.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Melissa Miller, Site Coordinator 101 S. Main Street, Suite 300 Clinton, 37716-3683		Phone Number: (865) 457-5640 EXT:	E-Mail Address: mlmiller@fjcanderson.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Randy Walters, Grants Fiscal Administrator 100 North Main Street Clinton, 37716-3683		Phone Number: (865) 264-6311 EXT:	E-Mail Address: rwalters@andersontn.org
County/Countries Served (Type ALL if Statewide): Anderson			
U.S. Congressional District(s): 3			

Anderson County Family Justice Center

Scope of Services/Project Narrative FY2021

Name of your Project: Family Justice Center

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Tennessee and Anderson County have a very real, dangerous, and costly problem with domestic violence, child abuse, elder abuse, and sexual assault. The cost of this abuse is not just an emotional one for the victim, it also impacts those surrounding the victim and results in a significant financial cost for victims and the community at large. Family justice centers address the many problems surrounding these emotional and financial costs with proven results. Supporting a family justice center in Anderson County will hold offenders of these crimes accountable and will support victims by providing them with access to services and resources that result in life-changing results that positively impacts the victim, their family, the community, and future generations.

According to the Violence Policy Center's 2020 report, "When Men Murder Women: An Analysis of 2018 Homicide Data", Tennessee ranks ninth overall for states where men murder women. Since the inception of the report in the late 1990's, Tennessee has ranked consistently in the top 15 states. The documented and published outcomes in the Family Justice Center model have included: reduced homicides; increased victim safety; increased autonomy and empowerment for victims; reduced fear and anxiety for victims and their children; increased efficiency and coordination among service providers; and reduced recantation and minimization by victims when wrapped in services and support. (See Casey Gwinn, Gael Strack, Hope for Hurting Families: Creating Family Justice Centers Across America (Volcano Press 2006)). The Family Justice Center approach is based on the San Diego Family Justice Center model which has been identified as a best practice in the field of domestic violence intervention and prevention services by the United States Department of Justice.

To better understand the scope of the problem, a brief look at local statistics will be helpful. The 7th Judicial District of Tennessee consists of a single county; Anderson. Anderson County spans 345 square miles, many of which are rural regions with extremely limited access to a variety of services, such as cellular, internet, and transportation. According to the US Census Bureau the population of Anderson County is 76,978. Anderson County includes five incorporated municipalities: Oak Ridge, Clinton, Oliver Springs, Norris and Rocky Top. There are five courts served by the District Attorney General's Office. There is a Criminal Court, two General Sessions Courts, a full-time Juvenile Court, and the Oliver Springs Municipal Court that has General Sessions jurisdiction. In 2018 there were a total of 7,972 criminal charges filed in the two General Sessions Courts. In that same year there were 573 criminal cases filed in the Criminal Court. These high numbers often indicate underlying problems that can co-occur with family violence and other victimizations. While not all these cases would produce an identifiable victim in a family justice context, a substantial portion would. That would suggest that even if just one person associated with each case was connected to family justice concerns than over 10% of the Anderson County population is affected.

Family justice related statistics also come from sources other than criminal courts. There were 157 divorces filed in Anderson County in 2018 with children and another 171 divorces without children. For 2019 there were 237 Elder Abuse referrals to the Tennessee Adult Protective Services from Anderson County. Most alarming of all, in the last twelve months there were 1,006 Department of Children Services referrals in Anderson County/7th Judicial District. These victims need a safe space to access resources and services in one location in Anderson County.

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To serve clients and provide space for co-location the Family Justice Center needs a location accessible to the entire county. We have identified such a location in Oak Ridge. While this location is not central it is well known due to its proximity to the only hospital in Anderson County. Many service providers who will be housed at the FJC have primary locations nearby in Oak Ridge. The site is large enough to accommodate all current MOU partners and future partners. There is room to grow and this site has the potential to house the FJC for many years to come. JAG funds currently in place are not adequate to cover the expenses of the lease, utilities, and maintenance of the site. Additional funding through a VOCA grant can ensure that the FJC can be housed in this identified location. The lack of available sites in Anderson County makes the acquisition and assistance with paying for this site necessary. The FJC cannot do the intended work of serving victims if it does not have a space that is convenient, large enough to house all partners, and inviting to those clients who will be coming to the location during one of the most vulnerable moments of their lives.

While the location and much about the building is move-in ready, there is some need for modifications that will allow the FJC to serve clients in a safe, inviting, and efficient way. In its current state, the location is not ADA compliant. The restrooms need upgrades to allow for ADA compliance. Modifications are necessary to ensure the safety of clients and staff on site. This requires the purchase of safety glass, security doors, and security cameras. There is a need for a reception area, as well. VOCA funding would assist in these modifications. Finally, a section of the large common room that will be used to house agency partners requires some modification to provide private work space for partners to work in a closed work space and to ensure that confidentiality is maintained when necessary. The community-engaged and charitably motivated credit union that owns the building has offered to cover the cost of labor if the FJC can supply the necessary materials to enhance the site for client services.

The FJC needs funding assistance to hire a Navigator. The Navigator works to establish trusting relationships with all FJC clients and helps build collaborative relationships with FJC partners. This internal team building helps ensure long-term success with agencies on-site. Additionally, the Navigator functions as an ambassador for the FJC as he/she builds trusting relationships with clients at the site. The coordination and resource linkage provided by the Navigator allows victims to be served in a seamless manner. Understanding the needs of the clients and connecting them to the necessary resources is what allows them to feel safe again in the community. The sense of support the Navigator fosters is what aids in prosecution of abusers, too. When victims feel supported, they are more likely to seek prosecution, which is key to holding offenders accountable and ultimately makes the community and potential future victims safer. The Navigator is a consistent source of support as the victim navigates an intimidating system. This position embodies all the FJC stands for.

The FJC also needs funding assistance to ensure the hiring of a Coordinated Community Response (CCR) Specialist. The critical work of community coordination can only be accomplished with a skilled Specialist who will connect partner agencies in meaningful ways. The CCR Specialist is the facilitator of the CCR Team, supporting effective program operations. The CCR Specialist fills the crucial role of connecting the domestic violence systems and services that currently exist by cultivating trust and communication among Family Justice Center partners, the CCR Team, and other community members. The CCR Specialist also helps to determine what additional programs and services are required to meet the needs of victims by regularly interviewing members of the community and facilitating discussion among the members of the CCR Team. The CCR Specialist provides information to the CCR Team by conducting community needs assessments, survivor and partner focus groups, and by recommending appropriate strategies according to the community's unique resources and needs. This position is central to an effective and thriving FJC.

Additionally, the FJC would like the Director of the FJC to receive competitive pay that allows for fair compensation for the critical work of employee and operations oversight. The current pay is exclusively provided through a JAG grant. VOCA funds would be used to supplement the current salary rate paid to the increase the current salary. Without pay supplementation, the Director would earn an amount equal to or less than employees they supervise and who have less overall responsibility.

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One of the most significant hurdles for victims in Anderson County is the lack of shelter services within the county. Any victim who is attempting to flee abuse must cross county lines to find emergency shelter. Some victims are travelling over 45 miles to find shelter. While this may not seem a significant distance, this is prohibitive, as many cannot maintain jobs or ensure that their children can continue to stay in school with such a significant distance to travel. Additionally, 45 rural miles can translate into a drive of well over an hour or more and that is only if a victim has access to a vehicle. To compound this situation, transportation limitations in a rural county mean that traditional methods of fleeing become even more complicated. Victims do not have access to private or public transportation. Leaving an abuser can be impossible without a means of transport.

This lack of transportation is not only a problem for victims attempting to flee. Getting victims to and from shelter or court is also often difficult, if not impossible. This regularly means that victims return to the abuser because they see no other options, or they do not leave in the first place. There is a clear and immediate need for resources that can assist victims with emergency shelter and transportation during the critical moment when a victim decides to flee to safety. Among focus groups conducted by The FJC project in Anderson County, victims, and partner agencies, these are consistently the largest problems identified by all groups. To see a positive change in Anderson County these two issues must be addressed. The FJC needs a vehicle to assist victims in getting to shelter, to court, to the FJC, and to other agencies that might be off-site. The FJC also needs assistance in accessing funds that can be used for emergency housing assistance. We envision a fund that can allow a victim to have a night in a hotel while they await room in a local shelter. When victims are safely removed from the presence of the abuser, our county immediately becomes safer. When victims feel safe and supported by their community, they are more inclined to seek prosecution of their abusers. This has been proven by other operational family justice centers. In Scott County their rate for victims testifying increased from 25% to 80% within a year of their center being opened and serving clients.

Anderson County has a large senior population (20.3%) that exceeds both the national (16.5%) and state (16.7%) averages. Instances of elder abuse are on the rise nationally and there is critical need for resources to assist victims of elder abuse. The National Council on Aging estimates that there are over 5 million cases of elder abuse annually, however when examining the number of elder abuse cases seen in Anderson County these numbers do not seem to match up. While there are many reasons for this one of the most likely reasons is because many people do not know about mandatory reporting requirements. Tennessee has made a number of statutory changes in recent years that are not well known yet. Providing resources and educating the Anderson County population through the FJC, these numbers will likely increase. While ordinarily we do not want to see an increase in numbers, we believe an inevitable increase will indicate that victims feel safe coming forward knowing that there are resources available to assist them with recovery.

COVID-19 has exacerbated the difficult access to Anderson County resources. Since the start of the pandemic law enforcement officers have reported an increase in domestic violence calls. The Department of Children's Services has also indicated a clear increase in call volume as well as an increase in the severity of the abuse taking place. Victims are afraid to seek help for fear of contracting the virus and the economic impact of job loss or job insecurity means that victims who were considering fleeing are less likely to do so because they do not believe there are resources available to assist them. Due to COVID-19, the FJC will be working to make services accessible in new ways- through access to mobile services or via social distancing means. There is a clear need for mobile devices, specifically laptops and tablets to assist in distancing measures. There is a need for tablets specifically designed for the visually impaired. Many within our senior population have vision issues that would make working on a traditional tablet difficult or impossible. To best serve clients the FJC needs tablets, laptops, and desktops for agency partners coming into the site. Many partner agencies are finding new funding limitations due to COVID-19. Access to mobile devices is harder to acquire because devices are already being used by other staff. Having desktops on site for partners to use makes working out of the FJC more efficient and desirable. Knowing that the FJC has

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resources that may not be available to them at their own agency encourages being on site with greater frequency.

Anderson County must enhance victim safety and improve victim access to services by providing access to a multidisciplinary team of public and private professionals who work together under one roof, to provide coordinated services for victims of domestic violence, elder abuse, child abuse, and sexual assault. To achieve the very real outcomes the family justice center model boasts the Anderson County Family Justice Center will gather and collect data from partner agencies, our clients and through our case management information system. This data will increase coordination among public and private agencies serving victims in the community. This coordination in one location will ensure victim safety, educate the public and victim, and hold offenders accountable.

PURPOSE

Goal 1: Prepare the Anderson County Family Justice Center to be open and operational and ready to serve clients and house partner agencies by June 2021.

Objective 1.1: Identify site/coordinate modifications

Objective 1.2: Develop staff

Goal 2: Enhance victim safety and improve victim access to services by providing access to a multidisciplinary team of public and private professionals who work together under one roof, to provide coordinated services for victims of domestic violence, elder abuse, child abuse, and sexual assault.

Objective 2.1: Increase the availability of public and private professionals to assist victims.

Objective 2.2: Increase victims' understanding of the dynamics of domestic violence and its impact.

Objective 2.3: Increase victim knowledge to the criminal and civil justice systems.

Objective 2.4: Increase victim knowledge of community resources that are available to help.

Objective 2.5: Increase access to safe resources during the COVID-19 pandemic.

Objective 2.6: Assist clients with emergency housing and transportation.

Goal 3: Gather and collect data from partner agencies, our clients and through our case management information system.

Objective 3.1: Educate the community on the effects of interpersonal violence.

Objective 3.2: Evaluate the effectiveness of the FJC.

Objective 3.3: Educate partnering agencies and the community on results of data.

Objective 3.4: Evaluate the need for additional services.

Goal 4: Increase coordination among public and private agencies serving victims in the community.

Objective 4.1: Evaluate services in the community for accessibility, effectiveness, equity, and impact.

Objective 4.2: Provide ongoing opportunities for collaboration among community providers, survivors and other stakeholders.

ACTIVITIES

Goal 1: Prepare the Anderson County Family Justice Center to be open and operational and ready to serve clients and house partner agencies.

Objective 1.1: Identify site/coordinate modifications

Activities 1.1.1: Work with ORNLFCU to lease 301 Broadway building

Activities 1.1.2: Make site ADA compliant

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Activities 1.1.3: Facilitate renovations to make building functional as an FJC: Bathroom update (commodes, grab bars, stall doors, etc.), waiting room for clients (lumber, drywall, etc.), and enhanced safety measures (security system, security door, security windows)

Objective 1.2: Develop staff

Activities 1.2.1: Hire a full-time Navigator

Activities 1.2.2: Hire a full-time CCR Specialist

Activities 1.2.3: Increase salary of Director

Activities 1.2.4: Onboard FJC staff

Activities 1.2.5: Provide relevant trainings for FJC staff and partner agencies

Goal 2: Enhance victim safety and improve victim access to services by providing access to a multidisciplinary team of public and private professionals who work together under one roof, to provide coordinated services for victims of domestic violence, elder abuse, child abuse, and sexual assault.

Objective 2.1: Increase the availability of public and private professionals to assist victims.

Activities 2.1.1: Maintain the physical location and current partnerships of the Family Justice Center while filling noted gaps of services.

Activities 2.1.2: Empower victims and increase access to services and support by providing reliable means of transportation to various locations

Objective 2.2: Increase victim understanding of the dynamics of domestic violence and its impact.

Activities 2.2: Provide education on the Power and Control Wheel, Equality Wheel and Cycle of Violence.

Objective 2.3: Increase victim knowledge to the criminal and civil justice systems.

Activities 2.3: Provide referrals to the District Attorney General's Office, provide victim rights information, referrals to Legal Aid Society and the Circuit Court Clerk.

Objective 2.4: Increase victim knowledge of community resources that are available to help.

Activities 2.4: Develop an individualized navigation plan for clients and provide appropriate referrals to community partners.

Objective 2.5: Increase access to safe resources during the COVID-19 pandemic.

Activities 2.5.1: Acquire/purchase technology resources that increase victim safety to allow for social distancing during intake, filing for Orders of Protection, safety planning and other interactions with agency staff.

Activities 2.5.2: Provide clients with access to mobile devices that can be used to filling out intakes, Orders, and safety plans.

Objective 2.6: Assist clients with emergency housing and transportation.

Activities 2.6.1: Provide vouchers for a night's stay at a local partner hotel until victim can get into shelter.

Activities 2.6.2: Purchase a van.

Activities 2.6.3: Coordinate transportation to assist clients in accessing services, including transportation to emergency shelter.

The executive director will continue to oversee the Family Justice Center location which houses a remarkable team consisting of an amazing group of service providers and ensure that the gaps that are identified by the needs of victims are filled with new partnerships and services. The director will work to maintain current relationships with MOU partners, as well as facilitate new partnerships.

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The navigator will be the first point of contact with victims who are seeking to connect to services that will assist them in their time of crisis. He/She will help the victim navigate the network of available services and facilitate access to the services that most fit their needs and do so without having the victim travel from place to place.

The CCR specialist will work with community agencies housed in the FJC and outside of the FJC to ensure that victims and community members are aware of all the resources available at the FJC. The CCR specialist will also work to educate the public on understanding the dynamics of family violence through speaking engagements and by meeting with community partners.

FJC staff will work together to recruit, train, and supervise volunteers who will work in a variety of capacities to assist clients and to provide support to FJC staff through a variety of professional and non-professional means.

Goal 3: Gather and collect data from partner agencies, our clients and through our case management information system.

Objective 3.1: Educate the community on the effects of interpersonal violence.

Activities 3.1: Provide the community with educational information and statistics regarding domestic violence, elder abuse, human trafficking and sexual assault via written articles, public speaking and/or social media platforms.

Objective 3.2: Evaluate effectiveness of the FJC through data collection.

Activities 3.2: Provide client surveys to individuals seeking services at the FJC and community assessments to our partnering agencies and members at large for input of services provided and or needed for those effected by interpersonal violence.

Objective 3.3: Educate partnering agencies and the community on results of data.

Activities 3.3: Attend the monthly CCR meeting and report on FJC statistics as well as survey and assessment results.

Objective 3.4: Evaluate the need for additional services.

Activities 3.4: Provide Needs Assessment to every FJC client and track responses to identify services that are not currently available but are commonly requested.

Goal 4: Increase coordination among public and private agencies serving victims in the community.

Objective 4.1: Evaluate services in the community for accessibility, effectiveness, equity, and impact.

Activities 4.1: Schedule focus groups and conduct community needs assessments to determine the gaps that are present in providing a holistic approach for victims of interpersonal violence.

Objective 4.2: Provide ongoing opportunities for collaboration among community providers, survivors, and other stakeholders.

Activities 4.2: Facilitate joint-agency trainings and outreach activities for key partner agencies, facilitate monthly CCR meeting for all FJC partners.

FJC will use software to track the demographic records and services provided to victims and provide aggregate data to stakeholders and partners. The navigator will conduct confidential program surveys with clients and the CCR specialist will conduct surveys with partner agencies on the effectiveness of the FJC and then notify the executive director of the results. The FJC Coordinated Community Response Specialist will collect data to educate community members, partners and service providers to the needs of the underserved

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populations and bring awareness to what services are lacking. CCR Specialist will guide the members of our community by conducting community needs assessments and/or focus groups to determine missing resources and recommend appropriate strategies based on our community's unique necessities. The executive director will continue to work on developing new partnerships while maintaining current partnership by having open lines of communication. Staff will continue to play an active role in attending partnership meetings.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

Activity/ Output	Position of Person Completing	Due Date for Completion
Provide a Safe Location for Victims of Interpersonal Violence to Seek & Receive Services	All FJC Staff	On-going
Lease Building	Executive Director	February 2021
Hire a Navigator	Executive Director	January 30, 2021
Hire CCR Specialist	Executive Director	July 30, 2021
Submit Grant Reports	Executive Director	October 15, January 15, April 15 & July 30 of each fiscal year
Facilitate Renovations to Building	Executive Director will oversee	June 1, 2021
Purchase Vehicle	Executive Director/County Finance	February 2021
Coordinate housing assistance and transportation	Navigator	On-going
Conduct Focus Groups	FJC Staff Member	Bi-annually, first by June 30, 2021
Purchase computers/tech support	Executive Director/County Finance	January 2021 and annually each fiscal year as funding request
Conduct Community Assessment	CCR Specialist	Annually, first by June 30, 2021
Provide Program Surveys to Clients	All Staff	On-going through life of grant
Provide Program Surveys to Partner Agencies	CCR Specialist	Quarterly
Provide Educational Information to the Community	CCR Specialist Executive Director	Daily via Social Media As requested by the community
Attend CCR Meetings	FJC Staff	Monthly
Attend VAPIT Meetings	FJC Executive Director	Monthly
Attend SART Meetings	FJC Executive Director/CCR Specialist	Quarterly
Attend CIPT Meetings	FJC Executive Director	Monthly
Attend County Commission/City Council Meetings	Executive Director/CCR Specialist	As needed
Attend CAB/ORMA Meetings	All Staff	Monthly
Update MOUs/New MOUs	Executive Director	As needed
Provide/Coordinate Agency Training Opportunities	All FJC Staff	As requested, ongoing
Facilitate Partner Meetings	All Partner Agencies on Site and All FJC Staff	Monthly

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INPUTS

The main resources necessary to make this initiative successful are monetary capital and human capital. The monetary capital would be used to purchase the devices, supplies, vehicle, and other goods necessary to be open and operational. Monetary capital is also necessary to pay for the human capital that is key to a thriving FJC. The CCR Specialist, the Navigator, and the Director are the FCJ staff that would be directly funded through a VOCA grant. Without these positions, goals and objectives would not be achieved.

The Coordinated Community Response (CCR) Specialist is the facilitator of the CCR Team, supporting effective program operations. The CCR Specialist fills the crucial role of connecting the domestic violence systems and services that currently exist, as depicted on the above program organizational chart, by cultivating trust and communication among Family Justice Center partners, the CCR Team, and other community members. The CCR Specialist also helps to determine what additional programs and services are required to meet the needs of victims by regularly interviewing members of the community, and facilitating discussion among the members of the CCR Team. The CCR Specialist provides information to the CCR Team by conducting community needs assessments, survivor and partner focus groups, and by recommending appropriate strategies according to the community's unique resources and needs.

Representatives from all of the systems and services that comprise the CCR Team meet on a regular basis to bring a holistic function to the program, whereby the CCR Team monitors overall program efficiency, streamlines processes and develops protocols that address gaps in services. CCR meetings are led by the chairman or co-chairman of the team, which are positions voted on by members of the team and are subject to change. The CCR Team consistently operates under the overarching mission to keep programs victim-centered. The CCR Specialist is housed in and funded through the Family Justice Center and is available to assist partners of the CCR.

Much of the Navigator's work involves establishing a trusting relationship with all FJC clients and building collaborative relationships with FJC partners. This position will serve as the portal of entry and contact for clients seeking services at the FJC. The sense of safety and support this position provides the clients ensures that victims return for further services, allows for positive promotion of the FJC once the victim leaves, and promotes a streamlined process for victims and partners working together in the FJC.

The Director will oversee operations, staff, manage grants, comply with all requirements, complete reporting, continue to work with partner agencies, further develop new relationships, participate in community outreach, and ensure that all goals and objectives are being met. The Director will also continue to use data to identify gaps in services and ways to improve.

The FJC will utilize volunteer assistance. This will come in a variety of forms. The FJC envisions the use of professional volunteers. These will include lawyers, therapists, contractors, architects, and educators. Lawyers have offered to assist the FJC by helping clients who are unable to afford legal services that would ordinarily not be covered through Legal Aid services and to assist the FJC in reading of contracts or writing of legal documents to be utilized by the FJC. Therapists have offered to provide counseling services to clients as needed. The fundamentals of how this would work are still being identified, but we have licensed counselors offering to volunteer their time. The FJC has also had medical personnel and educators offer to provide training and services to clients as the FJC identifies needs. Some ideas have been for assistance in resume writing, parenting classes for mothers, the offer to provide doula assistance to pregnant mothers who would be delivering babies without a partner present, etc. We have also had contractors and architectural firms offer their time and expertise to prepare the FJC site for opening. These individuals' rates will vary widely based on the professional services they are providing. The Project Director will collect documentation supporting the hourly rates charged for various professionals. We will also use volunteers for other work that will help the FJC operate smoothly. Their help would come in the form of filing, sorting and organizing donated goods, assistance at events with tabling, preparing food for clients meeting with agency partners, cleaning the site, or watching children of parents who are working with agency partners. This is by no means a

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comprehensive list of ways in which a volunteer can assist at the FJC. This rate of compensation for in-kind tracking purposes would be minimum wage.

The VOCA grant will be administered by Anderson County Government. The requested administrative funds would be used to assist the County in paying for the time that is spent on administering the fiscal side of the grant. This is done by the Assistant to the Finance Director for the County. It is estimated by the Assistant to the Finance Director that he will spend approximately 40 hours a year on this task, however he has not yet administered a grant of this size previously, so this is a best-case scenario estimate. It is possible that more time will be required in this task. That would be a minimum of two percent of his work annually.

The partner agencies are also crucial for meeting goals and objectives. The many ways in which partners support the FJC and the goals and objectives can be found below in the Collaboration Activities and in Project Services to Reach Output sections of this document (page 17).

Clearly state your operating budget and describe in terms of what would not be maintained if funds were not received or what benefit a special project would bring.

Our operating budget is funded solely by JAG grant (Family Justice Center Project). This is funded from July 1, 2019 to June 30, 2022. The grant covers: the salary, benefits, and taxes for the Site Coordinator position; provides for occupancy of a space, along with supplies and other items such as publication of materials, printing, and web hosting; and pays for local travel and for training and conferences attended by staff. Our operating budget consists of expenditures alone. The FJC does not generate income. Some of the operating budget needs are supported through this grant. When these funds expire, the FJC will be reliant on this VOCA grant. Starting in January 2021, a portion of our grant spending will pay the entire salary/benefits of the Navigator position, a portion of the Site Coordinator salary (which will transition to Director when open and operational), and in July it will pay the salary/benefits of the CCR Coordinator position. The VOCA grant funds will pay for the FJC's location lease and for the utilities. Some of the funds that are used to pay for the utilities and rent will come from a JAG grant that was awarded in July of 2019. Once these funds end, the program will rely entirely on the funds provided through the VOCA grant. Training opportunities, travel expenses, and conferences are all funded through grants. The supplies necessary to ensure the FJC runs smoothly and meets the needs of the clients coming in will also be supported through grants. The grant will also pay for printing and publication needs and will help with preparing the space for serving clients and housing partner agencies. It is our hope that over time, the non-profit side of the FJC (Anderson County Family Justice Center, Inc.) that was recently established will be able to assist in these expenses. Our program currently relies exclusively on grant funds administered through OCJP. Without these grant funds operation of the FJC will not be possible.

Description of how the agency is leveraging other funds for additional support to victim(s).

The FJC is currently funded exclusively through a JAG grant. This grant, awarded in July 2019, will expire in June of 2022. The FJC has created a non-profit arm of the FJC, but this process is not yet complete. Once complete, this will assist with leveraging funding to help support victims, however, the amount of funds will likely be small and unreliable for an undetermined length of time.

Describe agency use of evidence-based services.

The entire FJC model is an evidence-based model. As previously stated, the documented and published outcomes in the Family Justice Center model have included: reduced homicides; increased victim safety; increased autonomy and empowerment for victims; reduced fear and anxiety for victims and their children; increased efficiency and coordination among service providers; and reduced recantation and minimization by victims when wrapped in services and support. (See Casey Gwinn, Gael Strack, Hope for Hurting Families: Creating Family Justice Centers Across America (Volcano Press 2006)). The Family Justice Center approach is based on the San Diego Family Justice Center model which has been identified as a

best practice in the field of domestic violence intervention and prevention services by the United States Department of Justice.

For a description of our evidence-based activities, see "Project Services to Reach Outputs" below (page 22).

Include your organization chart.

*Attached to email

Include job descriptions for every grant funded/match personnel that show allowable activities and ensures clients are receiving trauma informed services

FJC Position: Executive Director

The executive director must oversee the Family Justice Center which is a co-location of a multi-disciplinary team of professionals who work together, under one roof, to provide coordinated services to victims of family violence which must at a minimum address victims of domestic violence but will also include sexual assault, child abuse, human trafficking and elder abuse. Co-location of services is defined as having adequate space for the provision of services by public and private entities, insuring victim safety and confidentiality. The core concept is to provide one space where victims can receive services such as talking to an advocate, planning for safety, interviewing with police officer, meeting with a prosecutor, receiving medical assistance, receiving information on emergency shelter, sexual assault advocacy, and getting help with transportation.

Essential Duties

- Ability to communicate effectively with professional and administrative personnel;
- Ability to exercise judgment and discretion in applying and interpreting policies and procedures.
- Must be sensitive to the needs of people and able to carry a variety of leadership roles.
- Must possess a strong understanding of the dynamics of domestic violence, sexual assault, elder abuse, and human trafficking.
- Must have excellent interpersonal skills and be receptive to new ideas.
- Possesses ability to assess situations both within and outside the client system and determine priorities.
- Has good working relationship with other staff; promotes teamwork, is very cooperative and handles delicate situations tactfully.
- Is committed to continued professional growth.
- Facilitates regular interaction and communication between on and off-site partners.
- Community awareness and marketing of the Family Justice Center.
- Facilitate on-site continuing education for on and off-site partners.
- Ensure all grant reports are completed in a timely manner and submit such reports on time.

Preferred Knowledge, Skill, and Qualifications:

- Experience in working with individuals and families impacted by domestic and sexual violence
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice

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professionals, social service agencies and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.

- Knowledge of the criminal justice system.
- Skill in problem solving, decision making, and conflict resolution
- Ability to deal with persons experiencing stress and the ability to communicate effectively in challenging client situations
- Ability to work effectively under high pressure circumstances and manage crisis and emergency situations
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Minimum Training and Experience

- Must have a history that reflects commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
- Must have an associate or bachelor's (preferable) degree in psychology, social work, or related field, or be within 20 credit hours of obtaining that degree and actively pursuing credit hours needed to achieve it OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

FJC Position: Navigator

This is professional-level work involving the provision of both direct and indirect services to clients and/or their families seeking services at the Family Justice Center (FJC). Work involves establishing a trusting relationship with all FJC clients and building collaborative relationships with FJC partners. This position will serve as the portal of entry and contact for clients seeking services at the FJC.

Duties include interviewing clients to determine appropriate services, assisting clients in navigating the various programs and services offered at FJC, and providing follow-up case management and support in an effort to help clients understand and access the full range of services available.

Distinguishing Features of the Position

This position involves the coordination and provision of direct client services on-site at the Family Justice Center. This position works closely with FJC partners in order to help victims of child abuse, domestic and sexual violence, and elder abuse access and utilize the full range of services available at the FJC.

Essential Duties

- Answer incoming calls to the FJC;
- Conduct navigation with clients, which includes lethality and risk assessments, safety planning, and comprehensive needs assessments;
- Develop an individualized navigation plan for all clients and provide the appropriate referrals to community partners;
- Provide crisis intervention as needed;
- Maintain confidential client records;
- Contact dispatch regarding the service of OPs and notifying victims of their OP status;
- Remind clients of their OP court dates;
- Provide outreach, education, and presentations to the community, when requested;

- Assist in training and oversight of volunteers and interns;
- Participate in evaluating program effectiveness;
- Adhere to SCFJC policies, procedures, and best practices;
- Perform related duties as required

Preferred Knowledge, Skill, and Qualifications:

- Experience in working with individuals and families impacted by domestic and sexual violence
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.
- Knowledge of the criminal justice system.
- Skill in problem solving, decision making, and conflict resolution
- Ability to deal with persons experiencing stress and the ability to communicate effectively in challenging client situations
- Ability to work effectively under high pressure circumstances and manage crisis and emergency situations
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Minimum Training and Experience

- Must have a history that reflects commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
- Must have an associate or bachelor's (preferable) degree in psychology, social work, or related field, or be within 20 credit hours of obtaining that degree and actively pursuing credit hours needed to achieve it OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

FJC Position: CCR Specialist

This is professional-level position involving the provision of both direct and indirect services to clients and/or their families seeking services at the Family Justice Center (FJC). Work involves establishing a trusting relationship with FJC partners, other members of the community and the CCR Team. The main focus of this position is to determine what populations are underserved and what services are required to meet those needs.

Duties include interviewing members of the community to determine the need of appropriate services, facilitating the addition of various programs and services to be offered at FJC and to inform the CCR Team of all findings.

Distinguishing Features of the Position

This position will guide the community by conducting community needs assessments, conducting focus groups to determine resources and needs, and recommending appropriate strategies according to each community's unique needs.

Essential Duties

- Facilitate monthly CCR Team Meetings & update the team on all findings;
- Conduct comprehensive needs assessments for the community;
- Provide outreach, education, and presentations to the community, when requested on findings;
- Host focus groups to help determine the needs of the community;
- Participate in evaluating program effectiveness;
- Adhere to FJC policies, procedures, and best practices;
- Maintain and cultivate collaborative relationships with community organizations and partners by delivering content, stories, information and brand message through face to face meetings and community presentations;
- Organize, attend, and participate in special events to drive community support and engagement;
- Develop, implement and manage innovative ideas that will increase the number of clients seeking services at the FJC;
- Assist in the development and implementation of bench marking and tracking to gauge the effectiveness of marketing strategies, programs and key initiatives;
- Increase awareness of and conversation around domestic violence, elder abuse, human trafficking and sexual assault;
- Assist partner of the FJC with related needs;
- Assist with client intake as needed;
- Create and distribute a monthly FJC newsletter;
- Perform related duties as required

Preferred Knowledge, Skill, and Qualifications:

- Experience in working with individuals and families
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.
- Knowledge of the criminal justice & social service system.
- Skill in problem solving, decision making, and conflict resolution.
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Minimum Training and Experience

- Must have a history that reflects commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
 - Must have an associate or bachelor's (preferable) degree in psychology, social work, or related field, OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.
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Describe agency use of in-kind and/or cash match including what source it would come from.

Cash

The FJC will be able to use cash funds raised through the non-profit corporation designation 501(c)(3) charitable organization that allows for tax deductible cash donation. However, the FJC is not able to provide an expected dollar amount currently. Our Board is and will continue to be actively working on identifying sustainable sources of cash donations in Anderson County.

Anderson County Government has indicated that it will likely assist in providing financial assistance that will count as cash match, but that amount is not yet guaranteed, as this is an ongoing conversation. The FJC cannot identify a specific amount that will count as a source of cash match at this time but is working actively to find a concrete and consistent source of cash match.

In-Kind

The FJC will utilize volunteers to assist with day-to-day operational activities that will include, but are not limited to assistance with housekeeping, reception/phones, organization of physical space/donated goods, and other administrative tasks that will assist in FJC operations.

We will utilize the services of professional volunteers including those who will be providing legal counsel, therapeutic services, health services, educational services, and career planning services. These will be used as match throughout the life of the grant. These individuals' rates will vary widely based on the professional services they are providing.

We will use donated goods as an in-kind match. Donated goods that go to victims may include, but are not limited to, some of the following: food, clothing, diapers, wipes, and other supplies as in-kind. These will be used as match throughout the life of the grant.

Donated goods for FJC operations have been secured through relationships with community partners. This includes a significant amount of high quality, gently used office furniture (desks, filing cabinets, cubicles, bookshelves, etc.), desktop computers, and other supplies (refrigerator, ice machine, kitchen supplies) donated by a local credit union. These specific goods will be a large portion of in-kind match applied to the first-year match requirement of the VOCA grant.

The labor provided by the credit union to add upgrades will also be counted as in-kind match.

Sustainability plan:

The FJC has formed a non-profit corporation. Currently, we are awaiting the final phase of federal approval for the non-profit corporation to be designated as a 501(c)(3) charitable organization capable of receiving tax deductible donations. Once this is active, a small, indeterminate amount of income will be generated to assist in supporting the FJC client services. The FJC is also in negotiation with Anderson County Government to assist in supporting the FJC. This would come in the form of salary support for the Director. In year four, the hope is that the County will take on financial responsibility for the position in its entirety, however at this moment it is not guaranteed. There has also been conversations about cash support from the County to assist with cash match, but that number is not yet determined and is part of an ongoing conversation with the County at this time. The County Commission and the Mayor have been consistently supportive of the work that we are doing at the FJC. They will be administering the VOCA grant should it be awarded, as they have done in the past with other VOCA grants that have been awarded to the DA's office. As the success of the FJC is proven through the number of participating partner agencies, the number of clients served, and increase in holding offenders accountable (through increased filing rates, increased

victim testifying rates, etc.), we are hopeful the County will take on a role greater than that of grant administrators.

DATA COLLECTION PROCEDURE

The FJC will be using the data software, Apricot, to collect client data. This data will be used to track the types of services provided, demographic information, and any other pertinent data related to reporting for grant purposes. This information will be tracked through client intakes, questionnaires, focus groups, data shared with FJC by partner agencies, stakeholder surveys, and client satisfaction surveys. The Executive Director and Navigator will have primary responsibility for data collection, but data will also be collected by partner agencies and shared with the FJC. That partner data will also be compiled by the CCR Specialist. All staff will participate in data collection in some form.

The FJC:

- Will collect all data needed to report on any federal or state required performance measures for correctional programs
- Will analyze effectiveness of the program through the completion of OCJP Quarterly Performance Measures Reports and Annual reports.
- Will collect and report statistics and anecdotal data for replication of the program.
- Will submit for monitoring for adherence to contract narratives, as well as OCJP program requirements.
- Will use data collected for program evaluation purposes to determine the need for expansion or modification.

The FJC will track the following:

- Number of contacts/meetings with Statewide TA Coordinator;
- Number of presentations attended/provided at community meetings and forums to promote and educate on the concept and benefits of establishing Family Justice Centers;
- Number of focus groups (survivor, partner agencies, outside agencies, community) completed;
- Community assessments completed;
- Board meetings conducted;
- Number of meetings held with community stakeholders;
- Number of local community forums attended;
- Participation in meetings hosted by OCJP and/or the Statewide TA Coordinator;
- Number of training sessions attended on topics required to assist with planning, establishing, running and sustaining a FJC, hosted by the Statewide TA Coordinator;
- Number of partners signing MOUs;
- Number of victims accessing services at the Family Justice Center;
- Number of domestic violence incidents with law enforcement;
- Number of domestic violence arrests;
- Number of domestic violence prosecutions;
- Number of victim compensation applications completed;
- Number of safety plans completed;
- Number of times staff assists in Orders of Protection;
- Victims report increased access to and use of services;
- Victims report feeling safer as a result of services received at the FJC;
- Family Justice Center Director, CCR Specialist, Navigator, and community partners report improvement of coordinated community response to domestic violence and victim safety.

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

Data collected will be used to evaluate initial program effectiveness by establishing base numbers that can be used for comparison in future years. Data will help identify areas of success and need for improvement. Services can be expanded or modified based on the data.

The FJC will solicit information from other partner agencies to ensure that we are knowledgeable about client services and data that is relevant for providing services and identifying gaps in services that can be addressed by the FJC.

In the past, focus groups have spoken with domestic violence survivors. These were conducted in English and in Spanish. We will continue to meet regularly with these groups to see where we are having success and where there is room for improvement or if there are gaps in services. We will also conduct focus groups with law enforcement, seniors, and sexual assault survivors. This information will inform the types of services the FJC will have on site, help us identify strengths and areas that need improvement. It will also ensure that gaps are being identified, so that they can be filled by the FJC.

We have also conducted stakeholder surveys in the past. These will continue to ensure that all needs are being met, whether they be client needs or the needs of agencies within and outside of the FJC location. These were conducted online anonymously. This seems to be the best approach to ensure that those answering questions are honest and the online format makes it more likely to be completed by the participant.

All confidential client information will be filed and tracked to ensure that all victims are being served to the best of the ability of the FJC and the files will ensure accountability from FJC staff.

Finally, client satisfaction surveys will be utilized to ensure that all victims are heard. The goal of the FJC is to support victims in recovery and surveys will help us gauge our success in this process. All clients will receive a client satisfaction survey after their initial interaction with the FJC. They will also receive a survey at the end of receiving services. This would be for clients who are returning to the FJC.

All survey responses, client data, and focus group information will be saved and tracked. By compiling information and referring to it over time, the FJC will be able to identify areas for improvement and be able to share the information collected with potential funding sources. Tracked data will allow for program evaluation to determine needs for expansion or modification and will help identify gaps in services.

Describe how you share your data with your board and other community partners.

Data will be shared, when appropriate, with the board and community members. Victim identities will always be excluded, but data will assist the board and community partners with assessing program effectiveness, areas of success, and needs for improvement. Community newsletters will share the number of clients served as well as other pertinent information. This will help communicate the effectiveness of the FJC and will also show the clear need for the support and services provide by the FJC. Infographics will be created and shared to disseminate necessary data.

COLLABORATION ACTIVITIES

Of all the attributes of the 7th Judicial District, we are most proud of our partners and partnerships. That has been true for years and isn't a platitude crafted for the purposes of a grant application. We have locally demonstrated very strong teams and teamwork and it is probably our greatest strength. We are told by regional partners that our VAPIT team is the strongest in the area. The vibrancy of our CPIT team has been

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praised by national accreditation auditors. Additionally, we are currently in the process of working with The McNabb Center to create a sexual assault response team (SART) for Anderson County. Our native local law enforcement leaders meet monthly in a collaborative Command Staff gathering that is the only one of its type in the region to share criminal intelligence and collaborate on issues of joint concern. Moreover, we have an innovative Crime Task Force that is a collaboration of native local law enforcement agencies that attack narcotics and violent crime in an innovative manner and that is currently being nationally featured by the U.S. Department of Justice. That success has recently attracted the participation of the TBI, ATF, and the US Attorney. As strong as our teams are, they only cover bits and pieces of the Family Justice Center universe. Too often, those bits and pieces of strong partnerships have not been coordinated or combined to provide the kind of synergy that is the goal of a Family Justice Center. We are thrilled to say that we have seen this change dramatically in a relatively short time since the creation of the FJC project in Anderson County.

Important for funding consideration is the preparation and promise of continued and strengthened collaboration among Anderson County agencies. We have a community of demonstrated collaborators; that is selflessly embracing positive change to better serve our population. All partners not only show support of the FJC through the signing of MOUs, but they also regularly and actively participate in CCR meetings conducted monthly, except for two smaller law enforcement agencies. However, even those agencies that are unable to meet are still available to discuss updates or concerns when the need arises. We are excited to report that the following law enforcement agencies have submitted MOUs with the Family Justice Center and have actively embraced working with the FJC as we move towards opening our doors in 2021, along with nine other community agencies.

There are **seven primary native police agencies** in Anderson County. They include:

1. Anderson County Sheriff's Office
 - Sheriff Russell Barker (rbarker@tnacso.net)
2. Oak Ridge Police Department
 - Chief Robin Smith (crsmith@oakridgetn.gov)
3. Clinton Police Department
 - Chief Vaughn Becker (vbecker@clintontn.net)
4. Oliver Springs Police Department
 - Chief Kenneth Morgan (kenneth.morgan@oliversprings-tn.gov)
5. Rocky Top Police Department
 - Chief Jim Shetterly (lcpd@bellsouth.net)
6. Norris Police Department
 - Chief Mike Poole (norrispolicechief@gmail.com)
7. 7th Judicial District Crime Task Force
 - Director Josh Zisman (jzisman@tnacso.net)

All agencies are partners that provide aid and services to victims in Anderson County. First, all these agencies have officers who are the first line of contact with victims and may be our most important partners. Successful outcomes for victims are often dependent upon that first interaction and the quality of the case established in the field. Officers are trained by the DA's office and are given periodic re-training on proper investigative techniques; obtain photographic evidence of injuries and written statements from victims. Getting primary and secondary contact methods for victims is frequently stressed as well as the need for good identifiers for victims so that they may be contacted or located later. Officers are also trained and provided with brochures from the DA's office to distribute to victims in the field that give victims valuable information about: victim's rights, contact phone numbers, introduction to the legal process, victim's compensation services and the like. Officers often contact the DA's office from the field with questions or referrals for victim/witness coordinator services in special cases. The heads of these primary native police agencies meet with the DA once each month to discuss and resolve mutual issues of cooperation in these and other law enforcement matters. Since JAG funding was provided to the DA's office in July 2019 to

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create the FJC project, the Site Coordinator for the FJC has been actively working with law enforcement on multiple levels. Our Site Coordinator has been in numerous meetings with law enforcement and has participated in multiple ride-alongs to build stronger relationships with law enforcement. Law enforcement distributes resource cards that were created by the FJC to serve victims of elder abuse, domestic violence, child abuse, and sexual assault regularly, and the Sheriff's Department requested input from the FJC regarding best practices when updating their domestic violence policy manual. The Sheriff also currently sits on the FJC's nonprofit corporation Board of Directors. Finally, as recently as November 1st, law enforcement officers reached out to our Site Coordinator to facilitate a training for officers on how to work with child victims of trauma and violence that they may encounter. This shows that already the FJC is forming a reputation for collaboration and service of victims in the short time the JAG funds have been in place. The relationship with law enforcement, the DA's office, and the FJC is exceptionally strong and continues to grow.

The **Anderson County Sheriff's Office (ACSO)** is a partner in several respects. This paragraph only addresses the unique role of ACSO among the District Attorney General's law enforcement agency partners since ACSO manages the Anderson County Detention Facility and maintains custody of our defendants. ACSO offers a victim notification service when a defendant is released from custody. This has given comfort to traumatized victims because they do not needlessly worry about direct retaliation while the defendant is in custody. In a separate vein, ACSO offers an unusual degree of jail based programming for defendants. This programming is intended to reduce the chance of recidivism thereby helping the defendant, the community and the victim. Programming includes, but is not limited to: a 12 step program for drug and alcohol counseling, AA and NA meetings, moral recognition therapy classes and anger management classes. There is a very active mental health treatment program run inside the ACSO detention facility as well. These services aid the grant in making the victim more comfortable and available in the case of the victim notification service and will reduce the crime rate and need for grant services ultimately if the efforts to reduce recidivism among the jail population are successful.

The **7th Judicial District Attorney General's Office** (General Dave Clark, dsclark@tndagc.org) has an existing relationship with the YWCA of Knoxville ("YWCA") and was instrumental in Anderson County Courts allowing YWCA advocates into the courtroom to assist victims of domestic violence. The FJC also has a solid relationship with the YWCA. The FJC and the YWCA have an MOU. Through this relationship, both agencies have personnel in the general sessions courtrooms to offer direct services to victims and referrals to other service providers. These services are primarily targeted to domestic violence victims. The YWCA performs risk assessment testing and counseling in the courtroom and may offer domestic violence shelter accommodations to female victims. These services are intended to improve victim safety, satisfaction and cooperation while also ultimately aiding in the administration of justice. The YWCA currently runs a CCR team through their agency and relies heavily on assistance from the FJC Site Coordinator to ensure that these meetings run smoothly and that all appropriate parties are at the table discussing the needs of the community. However, at this point in time the CCR is not as strong as it could be. There is a need in the community for a paid position that can focus solely on growing the group and fostering relationships. Currently, the person with the YWCA who spearheads CCR meetings is someone who wears many hats and whose duties continue to grow. She is doing a wonderful job with the time she can dedicate to the CCR, but that time is exceptionally limited and that is handicapping the success of the group. With a paid position the CCR could be a thriving success.

The **Children's Advocacy Center of Anderson County (CAC)** (Margaret Durgin- Executive Director, cacactinc@comcast.net) is an independent agency with which the FJC also has an MOU. The CAC provides emergency short-term respite care for children awaiting a DCS emergency placement. These services may include emergency clothing, food, diapers, bathing/de-lousing, toys and comfort items. The CAC also performs forensic medical exams and provides minor medical care for child victims on-premises. In a child-friendly setting, child victims are collaboratively interviewed once on behalf of the police, DA, DCS medical provider and mental health care provider. This produces a more accurate interview that is defensible from accusations of coercion or suggestion and accomplishes this in a setting that produces the

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least re-victimization to the child victim. In addition, the CAC provides follow-up mental health care to child victims. The CAC collaboration aids the grant in producing more cooperative and helpful victims. The CAC also produces better evidence in cases involving physical or sexual abuse of children or even where a child has witnessed another type of crime. Better statements and evidence from children produce better case outcomes that help the child victim and/or help avoid other children from becoming victims if the responsible party is brought to justice. Often the trauma of child abuse co-occurs with other victimizations. The CAC and the FJC serve as referral sources. The CAC has access to FJC resource cards and both agencies participate in CCR and the Anderson County CAB meetings.

The **Tennessee Department of Children's Services (DCS)** is an agency with which the FJC and the District Attorney General's office coordinates to provide services to child victims. First, DCS receives mandatory and voluntary reporting of child abuses allegations. Those allegations are communicated to the District Attorney General through the Children's Advocacy Center and each case is reviewed with the District Attorney General, law enforcement, Children's Hospital of Knoxville and the Juvenile Court each month through a Child Protective Investigative Team meeting (CPIT). DCS, the DA and law enforcement coordinate removal of child victims, investigation, and prosecution to maximize the safety of victims as well as a just outcome in all cases. DCS often participates in CCR meetings and has been an ally to the FJC since the process of creating a Family Justice Center began. Robyn Witherspoon serves on the steering committee and is a key point of contact (robyn.L.witherspoon@tn.gov).

Adult Protective Services (APS) is an agency with which the FJC, the District Attorney General's office and law enforcement coordinates on the reporting, investigation and prosecution of elder abuse cases. APS files 1215 forms with the District Attorney General and law enforcement to convey a report of elder abuse. These forms are used by the District Attorney General to convene and track the investigation and disposition of allegations of elder abuse and to help assure the safety of elder victims through a monthly Vulnerable Adult Protective Investigative Team meeting (VAPIT) at the District Attorney General's office each month. The FJC Site Coordinator participates in VAPIT meetings and is working to ensure that future VAPIT meetings will be conducted at the FJC location once open and operational. While this may seem positive in that agencies are interested in coordination, there is still much work to be done. Elder abuse is drastically underreported. Victims often do not understand that they are in fact subject to abuse and those who do are unaware of the mechanisms in place to assist them. Sara Parsons is also a member of the FJC steering committee and is the key point of contact (sara.parsons@tn.gov).

The **Anderson County Office on Aging** is an agency that operates, among other things, a vibrant senior citizen center in Clinton, Tennessee. This center maintains active programming and has exhibited concern for the safety of its population and has been strong voice in the community advocating the interests of seniors. The Office on Aging and Senior Center has an MOU with the FJC. The relationship between the FJC and the Center is very strong. The FJC Site Coordinator consistently works with the Senior Center Director on a variety of projects. Most recently, the FJC coordinated the donation of approximately 1,000 pounds of fruits and vegetables to be donated to seniors in need every other week for several months. Cherie Phillips is the key point of contact (acseniors@andersontn.org).

Anderson County Government and County Mayor, Terry Frank, have demonstrated support for crime victims and attacking recidivism and other community safety issues. Anderson County Government has sponsored two OCJP/VOCA grants with the District Attorney General's Office that include a Domestic Violence Victim/Witness Coordinator and a general Victim/Witness Coordinator that have or will serve our population of crime victims. The Mayor and Anderson County Government have cheerfully provided financial oversight of these grants thereby making them possible. The Anderson County Government has a signed MOU with the Anderson County Family Justice Center and it has been receptive and helpful on several matters since the start of the FJC project. The FJC has been invited out by the County Commission to present to the commissioners on Elder Abuse. That presentation was attended by over 20 different agency partners that showed up to the meeting to show Commission that Anderson County is united in its

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fight to combat elder abuse. (Tracy Wandell- Chairman of County Commission, tiwandell@msn.com and Terry Frank- Mayor, tfrank@andersontn.org)

Legal Aid Society of Middle Tennessee and the Cumberland is a regional entity with a substantial office in Anderson County. They offer free legal and even tax services to help indigent and at-risk persons and families. They assist victims of domestic violence and stalking with obtaining orders of protection and they work closely with the YWCA and the FJC. Their services are prioritized to aid those who are most vulnerable and least able to help themselves, particularly to assure safety. Legal Aid and the FJC have an MOU and the attorney (Nick Arnes, narnes@las.org) who serves Anderson County on domestic violence cases serves on the FJC non-profit corporation Board of Directors.

The East Tennessee Human Resource Agency (ETHRA) is an organization that manages a number of diverse grants and programs aiding individuals and families in Anderson County and the surrounding region. Many of these services benefit vulnerable and at-risk populations. Their activities range from managing defendants in a quasi-probation program known as Community Correction to running a van transportation service for indigent or disabled persons. CREVAA, a provider under ETHRA's banner of services assists victims of elder abuse. CREVAA can make referrals, provide financial assistance, coordinate emergency services, and assists in addressing any crime-related unmet need identified by an elder or vulnerable victim of a crime. ETHRA and the FJC have a signed MOU. Key point of contact is Tracy Armstrong- CREVAA Program Director, tarmstrong@ethra.org.

YWCA Knoxville and the Tennessee Valley is a key partner in FJC success. The YWCA created a CCR in 2019. FJC Site Coordinator, Melissa Miller, was a founding member of the group. Together, Miller and Director of Anderson County Services, Lauren Lindback, run monthly CCR meetings. In addition to CCR, the YWCA has a court advocate on site daily in Oak Ridge Sessions Court, in the Clinton Sessions Court, and in Chancery Court on days Orders of Protection are being heard. The YWCA has a transitional housing coordinator that works with victims of domestic violence that helps them find permanent housing in the Anderson County area. The YWCA also provides advocacy for traditionally underserved groups with advocates who speak Arabic, Spanish, and French made available to victims Monday through Friday as needed. The YWCA and the FJC work together frequently to ensure client success and safety. As the FJC is not yet open and operational, many potential clients who reach out to the FJC are referred to the YWCA. The YWCA has indicated that they will have a daily presence at the FJC. They will not have the same dedicated staff person on site daily but will have different advocates who rotate through the FJC based on their availability Monday through Friday. The FJC, in return, provides the YWCA with resource cards and training opportunities. (Lauren Lindback- Director of Anderson County Services, llindback@ywcaknox.com)

The McNabb Center's Sexual Assault Center of East Tennessee, the DA's Office, and the FJC have been actively working on the creation of a Sexual Assault Response Team (SART) for Anderson County. In the past, the McNabb Center struggled to get a SART up and running. After working together, the McNabb Center and the FJC have identified all key partners for a successful SART. FJC Site Coordinator, Melissa Miller, connected the SART coordinator to the appropriate partners and together, the FJC and the McNabb Center have been able to get MOUs signed with agencies already partnered with the FJC to start a SART team. The team has met one time to discuss future meetings and SART expectations. We are excited for this collaboration and look forward to the good work that will come from agency cooperation in supporting victims. The key point of contact at The McNabb Center is Catherine Oaks, Director of Victim Services (Catherine.Oaks@mcnabb.org).

Finally, the FJC has MOUs with two well respected mental health and rehabilitation facilities in the area, **Ridgeview Behavioral Health Services** (Michael Yates- Director of Development, yatesmj@ridgeview.com) and **Omni Community Health** (Dr. Dan Williams- Chief Clinical Officer, dwilliams@omnicommunityhealth.com). Ridgeview and the FJC collaborate by providing referrals, participating in CCR, and working together on case management for Ridgeview clients who need FJC services. Omni is working to ensure that the FJC will have accessible therapeutic resources on site by

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creating a supervised practicum program that would allow Omni student interns to work with FJC clients to provide counseling services. Omni will also assist FJC clients through their Family Preservation Program (designed to keep children out of DCS custody through family support services) and Relative Caregiver Program (provides supports to grandparents raising grandchildren because of bio-parent substance use disorders).

INTENDED OUTCOMES (Results)

All outcomes listed below are reasonable intended outcomes for clients seeking services at the FJC. Applying the Likert scale to these outcomes means the FJC will be able to measure client satisfaction. Using these outcomes to gauge FJC services will identify the added benefit and public safety enhancement the FJC will bring to Anderson County and to the victims that come through the door for services.

Victims report that their sense of safety and security has increased.

"My sense of safety and security has increased as a result of the services I received from this agency."

Victims report an increase in knowledge about victim services.

"I am more knowledgeable of the services and community resources available to victims."

Victims report an increase in knowledge about the criminal justice system.

"I am more knowledgeable about the criminal justice system."

Victims express satisfaction with services.

"I am satisfied with the services I have received through this agency."

Victims report feeling supported by the community after receiving services from the FJC.

"I never knew there were so many community resources available to help."

Victims express an understanding of their victimization and its effect on their lives. (Increase in knowledge about victimization).

"I now know how being a victim may affect important aspects of my life."

Victims report a decrease in the level of vulnerability by identifying a support system. (Decrease in isolation).

"I have identified a support system to help me address my victimization."

Victims report that their quality of life is improved because set goals have been accomplished. (Increase in victims' perceived quality of life).

"This agency helped me achieve the goals I set out to accomplish."

It is assumed that over the course of the three-year grant outcomes will improve as the FJC streamlines the process of intake and client connection to resources. The relationships will grow stronger with time as usually occurs when partners co-locate. This sense of community manifested through colocation will clearly signal to offenders that supporting victims of elder abuse, domestic violence, child abuse, and sexual assault is of the highest priority in Anderson County and that offenders will be held accountable.

INTENDED OUTPUTS (Products)

PROJECT SERVICES TO REACH OUTPUTS

FJC staff will ensure victim confidentiality and safety when on site. Staff will provide a space where victims can receive services such as talking to an advocate, planning for safety, interviewing with a police officer,

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meeting with a prosecutor, receiving medical assistance, receiving information on emergency shelter, sexual assault advocacy, and getting help with transportation. The Navigator will interview clients to determine appropriate services and assist the clients in navigating the programs and services offered at the FJC. The Navigator will also offer follow-up case management and support to aid clients in understanding and accessing the full range of available services. The CCR Specialist will guide the FJC in determining the community's need for specific services and programs to be offered at the FJC.

The FJC will facilitate and coordinate victim transportation using the vehicle purchased with VOCA grant funds. This vehicle will ensure that victims have a means of getting to and from the Family Justice Center, should they not have other transportation resources. The vehicle will also get victims to and from court as needed to ensure that court dates are not missed, that victims are able to attend Order of Protection hearings, and to testify as needed in court against their perpetrator. The vehicle will also be able to transport victims to emergency shelter.

The FJC will assist victims with emergency housing from time-to-time by utilizing VOCA funds. Coordinating with local hotels to create a VOCA funded voucher system will ensure that a fleeing family is able to have a safe space to stay the night while waiting to get to emergency shelter or into a transitional housing program.

The entire process of intake is victim-centered and ensures that by staff letting victims guide the process victims feel supported and that their best interest is being advocated for by FJC staff. Victims are allowed complete agency throughout the process.

Our site will provide victims with dens to speak with FJC staff and agencies. These rooms provide privacy, safety, and a sense of security during a difficult time. This safe space is where the healing process begins and allows for clarity of thought for victims working to navigate a civil and legal system that is complex and intimidating.

Describe the counties you serve and have a presence in.

The Family Justice Center will serve Anderson County exclusively. Anderson County is approximately 345 square miles. It comprises five municipalities with a population of 76,978. The racial make-up is 93% white, 3.9% African American, .32% Native American, .83% Asian, and .01% Pacific Islander. 4.9% of households speak a language other than English in the home. 16.5% of people in Anderson County live in poverty. While Anderson County ranks low on the Index of Relative Rurality (data compiled by the Tennessee Advisory Commission on Intergovernmental Relations in 2010) huge swaths of the county are in fact rural with residents living far outside urban areas.

VOCA Required Outputs

Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.

Adults Sexually Abused/Assaulted as Children	
Adult Sexual Assault	3
Adult Physical Assault (Includes Aggravated and Simple Assault)	25
Arson	
Bullying (Verbal, Cyber or Physical)	
Burglary	
Child Physical Abuse or Neglect	15
Child Pornography	

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Child Sexual Abuse/Assault	1
Domestic and/or Family Violence	150
DUI/DWI Incidents	
Elder Abuse or Neglect	25
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, please explain:	
Human Trafficking: Sex	1
Human Trafficking: Labor	
Identity Theft/Fraud/Financial Crime	
Kidnapping (non-custodial)	
Kidnapping (custodial)	
Mass Violence (Domestic/International)	
Other Vehicular Victimization (e.g., Hit and Run)	
Robbery	
Stalking/Harassment	10
Survivors of Homicide Victims	
Teen Dating Victimization	10
Terrorism (Domestic/International)	
Other	
If other, please explain:	

Projected number of individuals who will be assisted with a victim compensation application annually through this project:

30

Information and Referral services annually through this project:

Information about the criminal justice process	150
Information about victim rights, how to obtain notifications, etc.	150
Referral to other victim service programs	150
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	150

Personal Advocacy/Accompaniment services annually through this project:

Victim advocacy/accompaniment to emergency medical care	2
Victim advocacy/accompaniment to medical forensic exam	2
Law enforcement interview advocacy/accompaniment	5
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	15

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Performance of medical or nonmedical forensic exam or interview or medical evidence collection	
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	3
Intervention with employer, creditor, landlord, or academic institution	5
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	25
Interpreter services	8

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	150
Hotline/crisis line counseling	
On-scene crisis response (e.g., community crisis response)	5
Individual counseling	
Support groups (facilitated or peer)	
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	
Emergency financial assistance	10

Shelter/Housing services annually through this project:

Emergency shelter or safe house	10
Transitional housing	0
Relocation assistance (includes assistance with obtaining housing)	5

Criminal Justice/Civil Justice System Assistance services annually through this project:

Notification of criminal justice events	50
Victim impact statement assistance	
Assistance with restitution	30
Civil legal assistance in obtaining protection or restraining order	15
Civil legal assistance with family law issues	
Other emergency justice-related assistance	
Immigration assistance	
Prosecution interview advocacy/accompaniment	3
Law enforcement interview advocacy/accompaniment	15
Criminal advocacy/accompaniment	
Other legal advice and/or counsel	

GRANT BUDGET				
AGENCY NAME: ANDERSON COUNTY GOVERNMENT				
FUND SOURCE: VOCA				
PROJECT TITLE: FAMILY JUSTICE CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: February 1, 2021 END: June 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	\$35,205.00	\$0.00	\$35,205.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$57,038.00	\$0.00	\$57,038.00
11 12	Travel, Conferences & Meetings ²	\$900.00	\$0.00	\$900.00
13	Interest ²	\$0.00	\$0.00	N/A
14	Insurance ²	\$5,500.00	\$0.00	\$5,500.00
16	Specific Assistance To Individuals ²	\$500.00	\$0.00	\$500.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$41,569.00	\$0.00	\$41,569.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$35,178.00	\$35,178.00
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	\$140,712.00	\$35,178.00	\$175,890.00

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 http://www.in.gov/assets/entities/finance/ocip/attachments/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: ANDERSON COUNTY GOVERNMENT

FUND SOURCE: VOCA

SOLICITATION NUMBER: FAMILY JUSTICE CENTER

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$40,000/ \$23,000 Annually, 100% x 5 months	\$26,250.00
Position 2: Site Coordinator (transitions to Director when open) \$7,500/\$1,245 Annually, 100% x 5 months	\$7,288.00
Position 3: Assistant to the Finance Director (for 5 months) est. 2-4% of annual time spent on FJC	\$1,667.00
TOTAL	\$35,205.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Rent, Maintenance, Janitorial & Utilities (\$4,000/mo. adjusted for existing JAG funds x 5 months)	\$8,000.00
Tenant Renovations (supplies only) at 301 Broadway (calculated based on cost projections provided by ORNLFCU): Include office infill, hallway access door, entry lobby/children's room, ADA bathroom updates, additional windows.	\$13,750.00
Supplies: Client database software & office needs (including, but not limited to paper, pens files, paper towels, toilet paper- \$6,500), furniture (rolling desks/sofas \$1,500), work station moving/set-up (\$150/15 set up and moving & \$100/15 for wiring outfitting with supplies- \$3,750), security system (\$1,000), phone system with minimum of 16 handsets (\$5,000)	\$17,750.00
Sensitive Minor: Laptop w/ accessories (3), desktop w/ accessories (4) & printer-scanner (min. of 4) (\$1,500x7= \$10,500), server (\$1,000), router (\$500), wireless router and extender (\$275), install of computer systems (\$3000), tablet for visually impaired (\$873), Surface tablets (2 x \$445= \$890)	\$17,038.00
All Other Items: Printing & Publication	\$500.00
TOTAL	\$57,038.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, other FJCs and meeting with partners and the public. Gas rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$400 for 6 mo.)	\$900.00
TOTAL	\$900.00

CAPITAL PURCHASES	AMOUNT
Vehicle (2020 Toyota Sienna- or comparable: \$41,569)	\$41,569.00
TOTAL	\$41,569.00

Specific Assistance to Individuals	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services, groceries	\$500.00
TOTAL	\$500.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability= \$3,600 for 5 mo.) (vehicle liability= \$1,500 for 5 mo.)	\$5,500.00
TOTAL	\$5,500.00

IN-KIND EXPENSE	AMOUNT
Professional and non-professional volunteer time (non-professional: minimum wage; hourly rates for professional services to vary)	\$2,500.00
Labor for installation of tenant renovations by credit union for lobby, waiting room, security features (estimate \$13,750-\$20,000)	\$14,000.00
Furniture/other resources donation from ORNLFCU (including, but not limited to: tables, chairs, cubicles, refrigerator, conference tables, bookshelves, filing cabinets, ice maker, coffee maker, etc.)	\$14,465.00
Donations (including, but not limited to: food, clothes, furniture, diapers, etc. for clients and FJC)	\$4,213.00
TOTAL	\$35,178.00

GRANT BUDGET				
AGENCY NAME: ANDERSON COUNTY GOVERNMENT				
FUND SOURCE: VOCA				
PROJECT TITLE: FAMILY JUSTICE CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$146,796.00	\$0.00	\$146,796.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$47,200.00	\$0.00	\$47,200.00
11, 12	Travel, Conferences & Meetings ²	\$3,100.00	\$0.00	\$3,100.00
13	Interest ²	\$0.00	\$0.00	N/A
14	Insurance ²	\$10,200.00	\$0.00	\$10,200.00
16	Specific Assistance To Individuals ²	\$500.00	\$0.00	\$500.00
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	\$51,949.00	\$51,949.00
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	\$207,796.00	\$51,949.00	\$259,745.00

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: http://www.in.gov/assets/entities/finance/ocip/attachments/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: ANDERSON COUNTY GOVERNMENT

FUND SOURCE: VOCA

SOLICITATION NUMBER: FAMILY JUSTICE CENTER

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$40,000/\$22,687 Annually, 100% of time	\$62,689.00
Position 2: Director \$15,000/\$2,420, 27% of time (remainder is JAG funded through FY22)	\$17,420.00
Position 3: CCR Coordinator \$40,000/\$22,687 Annually, 100% of time	\$62,687.00
Position 4: Assistant to the Finance Director (\$4,000) est. 2-4% of annual time spent on FJC	\$4,000.00
TOTAL	\$146,796.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Rent, Maintenance, Janitorial & Utilities (\$4,000/mo. adjusted for existing JAG funds)	\$37,200.00
Supplies: Client database software, office needs (including but not limited to paper, pens files, paper towels, toilet paper)	\$6,500.00
Sensitive Minor: Laptop and accessories, printer & scanner for CCR Coordinator	\$2,000.00
All Other Items: Printing & Publication	\$1,500.00
TOTAL	\$47,200.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, other FJCs and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$800 for 12 mo.)	\$1,800.00
Training and Conferences Attended by Agency Staff: Each staff will be able to attend a training conference in relation to their job duties. Applicable Conus rates will be used for travel.	\$500.00
Training and Conferences Implemented by Agency: Estimated cost for staff to host trainings for partners and the community which includes but is not limited to appropriate speaker fees	\$500.00
Vehicle maintenance	\$300.00
TOTAL	\$3,100.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability= \$7,200) (vehicle liability= \$3,000)	\$10,200.00
TOTAL	\$10,200.00

Specific Assistance to Individuals	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services	\$500.00
TOTAL	\$500.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: Professional (hourly rates will vary) and non-professional (minimum wage)	\$17,317.00
Donations (including, but not limited to: emergency food, clothes, furniture, diapers, etc. for clients and FJC)	\$34,632.00
TOTAL	\$51,949.00

GRANT BUDGET				
AGENCY NAME: ANDERSON COUNTY GOVERNMENT				
FUND SOURCE: VOCA				
PROJECT TITLE: FAMILY JUSTICE CENTER				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 1, 2022		END: June 30, 2023
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$146,794.00	\$0.00	\$146,794.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$57,500.00	\$0.00	\$57,500.00
11 12	Travel, Conferences & Meetings ²	\$8,550.00	\$0.00	\$8,550.00
13	Interest ²	\$0.00	\$0.00	N/A
14	Insurance ²	\$10,200.00	\$0.00	\$10,200.00
16	Specific Assistance To Individuals ²	\$500.00	\$0.00	\$500.00
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	\$55,886.00	\$55,886.00
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	\$223,544.00	\$55,886.00	\$279,430.00

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: http://www.in.gov/assets/entities/finance/ocjp/attachments/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: ANDERSON COUNTY GOVERNMENT

FUND SOURCE: VOCA

SOLICITATION NUMBER: FAMILY JUSTICE CENTER

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Navigator \$40,000/\$22,687 Annually, 100%	\$62,687.00
Position 2: Director \$15,000/\$2,420	\$17,420.00
Position 3: CCR Coordinator \$40,000/\$22,687 Annually, 100%	\$62,687.00
Position 4: Assistant to the Finance Director (\$4,000) est.2-4% of annual time spent on FJC	\$4,000.00
TOTAL	\$146,794.00

SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Occupancy: Rent & Utilities assistance	\$48,000.00
Supplies: Client database software, office needs (including but not limited to paper, pens, files, paper towels, toilet paper)	\$6,500.00
Sensitive Minor: Laptop and accessories, printer	\$1,500.00
All Other Items: Printing & Publication	\$1,500.00
TOTAL	\$57,500.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Estimated mileage and per diem for staff to travel throughout the county and state to attend trainings, other FJCs and meeting with partners and the public. Rate will be the prevailing state rate or our local rate, whichever is less. Gas for vehicle (\$800 for 12 mo.)	\$3,300.00
Training and Conferences Attended by Agency Staff: Each staff will be able to attend a training conference in relation to their job duties. Applicable Conus rates will be used for travel.	\$3,000.00
Training and Conferences Implemented by Agency: Estimated cost for staff to host trainings for partners and the community which includes but is not limited to appropriate speaker fees	\$750.00
Vehicle maintenance	\$1,500.00
TOTAL	\$8,550.00

INSURANCE	AMOUNT
Total cost of insurance (building and liability= \$7,200) (vehicle liability= \$3,000)	\$10,200.00
TOTAL	\$10,200.00

Specific Assistance to Individuals	AMOUNT
Payment of fees for emergency shelter in hotels, fees for transportation services	\$500.00
TOTAL	\$500.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time: Professional (hourly rates vary) and Non-Professional (minimum wage)	\$18,629.00
Donations (including, but not limited to: food, clothes, furniture, diapers, etc for clients and FJC)	\$37,257.00
TOTAL	\$55,886.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Anderson County Government
Subrecipient's DUNS number	074901612
Federal Award Identification Number (FAIN)	2018-V2-GX-0024
Federal award date	8/9/2018
CFDA number and name	16.575; Victims of Crime Act 2018
Grant contract's begin date	2/1/2021
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$572,052.00
Total amount of federal funds obligated to the subrecipient	\$572,052.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$67,791,613.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Claire Wisely claire.wisely@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: 4143

Is Anderson County Government a parent? Yes ☐ No ☐

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

Is Anderson 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: _____

This instrument prepared by:
Office of the County Law Director
Anderson County, Tennessee
101 South Main Street
Clinton, TN 37716
(865) 457-6290

LEASE OF LAND

Carter Express

THIS LEASE, made and entered into as of the ____ day of January, 2021, by and between the parties of **Anderson County, Tennessee**, a county government and political subdivision of the State of Tennessee (hereinafter referred to as "Lessor" or "County") and **Carter Express, Inc.** (hereinafter, "Lessee") and **Anderson County Economic Development Corporation** (hereinafter referred to as "ACEDA") and collectively "the Parties" to this agreement.

WHEREAS, the Lessee desires to lease unimproved real estate from the Lessor for the purpose of temporary storage for trucks and trailers during construction of an addition to the Lessee's permanent facility off Mountain Road; and.

WHEREAS, the Lessor has agreed to lease the needed unimproved real estate to the Lessee for a period of one year at monthly lease rate of three hundred and fifty dollars (\$350.00) per month having been duly passed and approved by its governing body, the Anderson County Board of Commissioners.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained in this lease, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound by this lease hereby, covenant and agree as follows:

Section 1. PREMISES. Lessor does hereby demise and let unto Lessee, and Lessee does hereby accept and lease from Lessor, for the term and upon the conditions set forth herein, all that certain tract or parcel identified herein as the "Premises", situated outside the corporate limits of Norris, Tennessee and inside the David Jones Industrial Park adjacent to First Quality Drive and otherwise identified as Map: 032; Parcel: 42.03 containing 4.3 acres more or less and further described in Exhibit 1 attached hereto.

Section 2. TERM OF AGREEMENT. This Lease Agreement shall become effective on January 1, 2021 and shall continue in full force and effect for an initial term of one year commencing on the effective date and ending on December 31, 2021. This Lease may be extended for additional one year periods upon the written agreement of the Parties.

Section 3. CANCELLATION. This Lease Agreement is subject to unilateral cancellation by the Lessor with sixty (60) days written notice to Lessee.

Section 4. LESSEE FUNDED IMPROVEMENTS TO PREMISES. The Parties hereby acknowledge that Lessee will construct and improve the Premises at its own expense and all improvements will become the property of the Lessor at the expiration of this agreement. All such construction, additions, and alterations shall comply with all laws, rules, orders, zoning ordinances, regulations and requirements of all governmental authorities or departments having jurisdiction of the Premises.

Section 5. MAINTENANCE AND REPAIR. Lessee shall at all times during the term of this Lease, at Lessee's cost and expense, keep the Premises in good condition and repair, reasonable wear and tear alone excepted, and shall keep the premises clean and reasonably free from litter or hazardous substances or conditions attributed to rain, snow, ice, and other obstructions or debris. All hazardous substances shall be properly and lawfully abated upon expiration of this agreement.

Section 6. UTILITY CHARGES. Lessee shall be solely responsible for and shall promptly pay all charges for water, electric, sewer, telephone, gas, or any utility service used or consumed in or servicing the Premises and improvements situated thereon, and all other costs and expenses involved in the security, care, management, maintenance and use thereof.

Section 7. USE OF PREMISES. Lessee retains the right to exclusive use of the Premises and Lessor agrees that Premises may be used for any lawful purpose not contrary to the approved use and not in violation of any applicable law, ordinance, or regulation of any governmental body having jurisdiction thereover.

Section 8. INSURANCE. Lessee shall be responsible for, and shall maintain, and keep in effect throughout the entire Term of Agreement insurance covering Premises in the following forms:

(A). **Property Loss or Damage.** Insurance against loss or damage to the land, buildings and improvements, now or hereafter located on the Premises by fire, vandalism, theft, weather occurrence, or any act that results in property damage or loss to the Premises in an amount to cover the total value of the property including appurtenances, and sufficient to prevent the application of co-insurance provisions; and

(B). **Personal Injury or Death.** Insurance against claims for personal injury liability (including death), under policies of general public umbrella coverage, and excess third party liability insurance, with limits of liability of not less than 500,000/1,000,000 in respect to bodily injury including death.

(C). **Insured Parties.** The policies of insurance described above shall name both the Lessor and the Lessee as the insured parties.

(D). Insurers, replacements. Each policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to Lessor, and each policy shall be issued by an insurer licensed to do business in the state of Tennessee with a financial rating of A-10 or better by Alfred M. Best Company, Inc. Such insurance may at Lessee's election be carried under a blanket policy covering the Premises and any other of Lessee's property. Forthwith upon the execution of this lease, a certified copy of each policy or a certificate of the insurer evidencing the insurance carried shall be delivered by Lessee to Lessor. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy.

(E). Evidence of payment. If Lessee shall fail, refuse, or neglect to maintain such insurance or to furnish Lessor with satisfactory evidence of payment of the premium of any policy within the time required as set forth above, Lessor shall have the right at Lessor's option to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance which Lessee should have obtained. All such payments made by Lessor, shall be recoverable by Lessor from Lessee on demand as additional consideration hereunder together with interest, at the rate of ten percent (10%) per annum from the respective date of Lessor's making of the payments. A policy of insurance so procured by Lessor shall be written for the shortest period of time available from comparable insurers in the area and Lessee shall be given prompt notice of the payment of the premiums by Lessor, the amount paid, the names of the insurer, or insurers, and the duration of coverage obtained. Lessee shall have the right to replace said insurance as of any coverage expiration date, and Lessee shall duly notify Lessor of such replacement.

Section 9. NO WAIVER OF AGREEMENT AFTER LOSS OR CASUALTY. Except as otherwise herein provided, in the event of any damage by casualty as aforesaid, the terms of this Lease shall be otherwise unaffected and Lessee shall remain continually liable for compliance of the provisions contained herein and the duties and responsibilities incorporated hereunder as though no casualty had occurred.

Section 10. SUBLEASES. Lessee covenants, warrants and agrees not to sublet the Premises at any time during the Term of this Lease.

Section 11. GOVERNMENTAL REGULATIONS. Lessee shall throughout the Term of this Lease at Lessee's sole cost and expense, comply with all laws, ordinances and lawful regulations and requirements of federal, state, and municipal governments.

Section 12. ZONING COMPLIANCE/ BUILDING PERMITS. Lessee shall at its own cost and expense apply for any zoning, zoning variances, zoning changes, or consents and any other building permits that may be necessary. Lessor agrees to cooperate fully with Lessee to obtain such necessary zoning, variances, changes, consents, or permits and agrees to execute such applications or forms as may be required by the governmental authorities having jurisdiction over the Premises.

Section 13. LESSOR PROTECTED FROM CLAIMS OR DAMAGES. Lessee, from and after the commencement of the Term, will defend and hold Lessor and ACEDA harmless against any and all claims, suits, damages, or causes of action for damages and against any orders, decrees, or judgments which may be entered therein, as a result of any alleged injury to persons and/or property or alleged loss of life sustained on or about the Premise.

Section 14. LESSOR'S RIGHT OF ENTRY AND INSPECTION. Lessee agrees to permit Lessor and the authorized representatives of Lessor to enter the Premises and improvements situated thereon at all times for the purpose of inspecting them or making any repairs thereto or performing any work thereon that may be necessary by reason of Lessee's failure to perform. After inspection, Lessor may notify Lessee within thirty (30) days of any and all repairs and maintenance that should be performed as required under this Lease. Nothing herein shall imply any duty upon the part of the Lessor to do any such work under any provision of this Lease the Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a waiver of Lessee's default and failure to perform. All entrances upon the premises and/or work performed thereon by Lessor shall be done with a minimum of disturbance to Lessee and shall not unreasonably interfere with Lessee's use of the Premises.

Section 15. LESSEE'S DEFAULT. If Lessee shall default in the performance of the provisions of the Lease herein provided and if such default shall continue for a period of thirty (30) days after receipt of written notice thereof, or Lessee shall default or fail in the performance of the covenants contained in this Agreement, or fail to be reformed or remedied by it under this Lease, and such default shall not have been cured for a period of thirty (30) days after receipt of written notice, and such default can with due diligence be cured within thirty (30) days after receipt of written notice, and Lessee shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it, or Lessee in possession shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent by any court, or file petition for reorganization or rearrangement under the bankruptcy code or state insolvency act, or a receiver or trustee for its property shall be appointed in any proceeding other than a bankruptcy proceeding and such appointment shall not be vacated within ninety (90) days after it has been made, and then for any of said events, after service of written notice informing Lessee of the termination of this Lease in thirty (30) days, at the end of the thirtieth (30th) day, Lessor shall have the right at its option and in addition to all other rights which it may have at law or equity by summary proceedings or by any other appropriate legal action or proceedings to terminate this Lease, and except as herein otherwise provided to enter into said Premises, or any part thereof and expel Lessee or any person or persons occupying the said Premises, and so to repossess and enjoy the said Premises; provided, however, that if any voluntary or involuntary proceeding in bankruptcy for the reorganization is instituted, and no application is made in any such proceeding and no relief is requested therein to disaffirm this Lease, or to reform or recast the same or for any change, modification, or alteration of any of the terms, covenants, and conditions of this Lease, or to relieve the Lessee from the punctual performance of the covenants herein, and if all or the other terms, covenants, and conditions of this Lease required to be performed by Lessee are promptly performed and complied with within thirty (30) days after receipt of such written notice, or in the alternative, if Lessee shall have commenced the remedying thereof within such period or shall be proceeding with such remedy with due diligence, then the Lease shall not be terminated, but shall continue in full force and affect. The Lessor in its sole

discretion may extend the time within which Lessee has to remedy same and so shall be extended for such reasonable period as may be necessary to complete same with due diligence. Should the Term at any time be ended under the terms and conditions hereof, or in any other way, Lessee hereby covenants and agrees to surrender and deliver the premises peaceably immediately upon such termination. If this Agreement is terminated for the Lessee's failure to perform covenants and conditions contained within this Agreement, the Lessor agrees that it will use its best efforts to mitigate damages.

Section 16. CURING LESSEE'S DEFAULTS. If Lessee shall be in default in performance of any of its obligations hereunder, beyond the period allowed hereunder, for the curing of said default, Lessor may, but shall not be obligated to do so, in addition to any other rights it may have in law or equity or under the terms of this Lease, cure such default on behalf of the Lessee and Lessee shall reimburse Lessor upon demand for any sums paid or costs incurred by Lessor in curing such default, including interest at the rate of ten percent (10%) per annum from the respective date of Lessor's making of the payments and incurring of the cost on all sums advanced by Lessor as aforesaid, with sums and costs together with interest thereon shall be deemed additional consideration hereunder.

It is expressly understood by both parties to this Lease that Lessee shall hold Lessor harmless from the obligation to pay all or any part of the expenses that are incurred by the Lessee in the performance of its obligations under this Lease.

Section 17. NO WAIVER. No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver or any subsequent breach of such covenant or condition by either party or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof by either party, nor shall any forbearance constitute a waiver by either party to seek a remedy for any breach with respect to such or any subsequent breach.

Section 18. CONDEMNATION. If the use of the whole or any part of the Premises shall be taken or condemned for the public or quasi-public use at any time during the Term, the Term shall not be reduced or affected in any way. The provisions of this Lease shall remain in full force and effect, and Lessee shall pay Lessor all monies received as just compensation that Lessor is entitled to receive as an award for such governmental taking, if Lessee receives compensation for all or part of said taking.

Section 19. ADVERSE POSSESSION. Lessee shall not suffer or permit the Premises, or any portion thereof to be used by the public as such without restriction or in such manner that might reasonably intend to impair Lessor's title to the Premises or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, or as such implied dedication of the Premises or any portion thereof.

Section 20. SURRENDER OF LEASE BY LESSEE. The Lessee may voluntarily surrender this Lease upon written notice to the Lessor and Lessor will retain all title to land, buildings and improvements thereon.

Section 21. CONDITION OF PROPERTY AT TERMINATION OF LEASE. Lessee covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture, default, or otherwise to quit, surrender, and deliver to Lessor, possession of the Premises with all the buildings and improvements thereon, in good condition and repair, ordinary wear and tear excepted, all of which shall become and remain the property of Lessor.

Section 22. NO SERVICES BY LESSOR. It is expressly agreed that Lessor is not and shall not be required to render any services of any kind to Lessee regarding the Premises other than those expressly provided for in this Lease Agreement.

Section 23. NO MONETARY CONTRIBUTIONS FROM LESSOR. It is expressly agreed that Lessor will not provide any form of monetary contributions to said project and that all costs associated with this project will be the responsibility of Lessee.

Section 24. LESSOR'S TITLE. Legal ownership to the Premise and all current and future improvements thereto shall at all times remain and be vested with the Lessor. Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this Lease for the full term aforesaid, and that subject to the terms of this Lease, the Lessee shall peaceably and quietly have, hold, and enjoy the Premises throughout the Term and all extensions thereof, free from hindrance or molestation by anyone claiming through Lessor, its predecessors, assigns, or heirs.

Section 25. LESSOR'S WARRANTY OF GOOD TITLE. Lessor further warrants and represents to Lessee that the Lessor has the fee simple title to the Premises; that the same is subject to no encumbrances, liens, or defects in title, or leases or tenancies or agreements affecting the rights granted to Lessee in this Lease. Lessor further warrants and represents to Lessee that at the time of the commencement of the Term, physical possession of the Premises will be delivered to Lessee free and clear of all liens, encumbrances, tenancies, and violations of law, ordinances, and regulations relating to the use, occupancy, and construction of or on the Premises.

Section 26. LESSOR'S DEFAULT. If Lessor shall be in default under this Agreement, Lessee, in addition to any and all remedies it may have in law and or equity, may terminate this Lease upon thirty (30) days written notice to the Lessor. However, Lessor will retain title to all land, buildings and improvements thereon and shall not be responsible for compensation for same to Lessee or any third party entity.

Section 27. UTILITY EASEMENTS. Lessor shall grant such easements on the Premises and adjoining property if any owned by Lessor to Lessee, and any utility company or companies, and/or the governmental authorities having jurisdiction thereof may deem necessary to install, provide and maintain all utilities to the Premises and grant and/or use its best efforts to obtain such modifications of existing utility easements as Lessee may reasonably request so as to remove certain easements from their present location to the perimeter or the boundaries of the Premises to avoid or reduce interference with erection of the proposed buildings and the continued use thereof. Lessor shall promptly upon request, execute in recordable form such instruments granting such easements and/or modifications thereof as may be requested by any of the aforesaid parties.

Section 28. HAZARDOUS SUBSTANCES. Lessor represents and warrants that to the best of Lessor's knowledge, the Premises have never been used for and Lessor has not used or permitted the Premises to be used for the handling, treatment, storage, or disposal of any hazardous or toxic substances as defined under any applicable state or federal law. Lessor further represents and warrants that Lessor has not used or permitted the Premises to be used for and to the best of Lessor's knowledge no gas or oil storage tanks, toxic waste, or environmental hazards, including, but not limited to, asbestos and PCBs are or have previously been located or stored in the soil or subsurface of the Premises. In the event of the inaccuracy of the any foregoing, Lessee may terminate this Lease upon notice to Lessor, if Lessor fails to remove all hazardous substances at Lessor's cost and expense within ninety (90) days.

Section 29. ESTOPPEL CERTIFICATES. Each party hereto agrees at any time, and from time to time, within ten (10) days after written request to execute, acknowledge, and deliver to the other a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect or if there has been modifications, that it is in full force and effect as modified and stating the modifications, if any, and stating whether or not, to the best knowledge of the signer that the party requesting such certificate is in default in the performance of any covenant, Agreement, or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, and such other information as may be requested by the requesting party, it being intended that any such statement delivered pursuant to this section may be relied upon by any party to this Agreement as proof of compliance and provisions and covenants contained herein.

Section 30. NOTICES. All notices, payments, property taxes due, demands, requests, consents, certificates and waivers from either party to the other shall be in writing and sent by U.S. Registered or Certified Mail, Return Receipt Requested, Postage Pre-paid and addressed as follows:

LESSOR:

Anderson County Government
Mr. Robby Holbrook, Interim Finance Director
100 North Main Street, Suite 210
Clinton, Tennessee 37716.

LESSEE:

Carter Express
Mr. Dave Schmidt
KCD Site Manager
141 Mountain Road
Andersonville, TN 37705.

All notices, demands, requests, consents, certificates, and waivers shall be deemed to have been given when deposited in the United States Mail as aforesaid.

Section 31. SUCCESSORS. Except as otherwise provided in this Lease, the covenants, conditions, and Agreements contained herein shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, successors and assigns.

Section 32. BROKER. The parties agree that no broker was instrumental in bringing about this Lease. Lessor and Lessee agree that no real estate fees, commissions, or compensation in any form is owing to any real estate broker or agent at the time of execution of this lease.

Section 33. RELATIONSHIP OF LESSEE AND LESSOR. Nothing contained in this Lease shall be determined or construed by the parties hereto or by any third person to create a relationship of a principal and agent, or a partnership, or a joint venture, or of any association between the Lessee or Lessor, or between the parties and a third person, unless hereafter agreed to in writing. Lessor assumes in no way any responsibility for the debt or losses of Lessee or third parties associated with this project or for losses incurred as a result of performance of the conditions contained within this Lease.

Section 34. PROPERTY TAXES. Lessee agrees that it will pay without further court process any and all property taxes assessed on personal property and/or real estate described hereunder within sixty (60) days of receipt.

Section 35. COVENANTS AND RESTRICTIONS. Lessee agrees to abide and comply with all covenants and restrictions for the David Jones Industrial Park.

Section 36. CAPTIONS. The captions in this Lease are for convenience only and are not part of this Lease and do not in any way define, limit, describe, or amplify the terms and provisions of the Lease or the scope or intent thereof.

Section 37. ENTIRE AGREEMENT; INTERPRETATION. This Lease represents the entire Agreement between the parties hereto and there are no collateral or oral Agreements or understandings. This Lease shall not be modified in any other manner except by an instrument in writing executed by all parties.

Section 38. NO ORAL MODIFICATIONS. A failure of any party to exercise any right provided herein shall not be deemed to be a waiver of any right hereunder. No modification, amendment, supplement or waiver of this Agreement or any its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 39. SEVERABILITY. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Section 40. MULTIPLE COUNTERPART; EFFECTIVENESS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and collectively, one Agreement of the same. This Agreement shall become effective when executed and delivered by all parties.

Section 41. JURISDICTION AND VENUE. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 42. CHOICE OF LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 43. ASSIGNMENT. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 44. EXHIBITS. Any exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "Agreement" means the body of this Agreement and the exhibits.

Section 45. FURTHER DOCUMENTATION. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose of this Agreement.

Section 46. EFFECTIVE DATE. This Agreement will take effect on January 1, 2021 and shall remain in full force and effect until cancelled, terminated or its expiration on December 31, 2021 as herein provided.

Section 47. GOOD FAITH. The parties for this Agreement, their agents, and employees agree to cooperate in good faith while fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the parties.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day and year first written above.

ACCEPTANCE BY LESSEE:

Signature

Print Name

Title

ACCEPTANCE BY LESSOR:

Terry Frank, Anderson County Mayor

Robby Holbrook, Interim Finance Director

Joshua N. Anderson, Chairman, Chair, County Commission

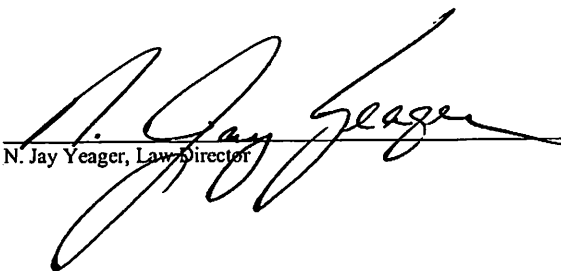
ACCEPTANCE BY ACEDA:

Andy Wallace, President

ATTEST:

Jeff Cole, County Clerk

APPROVED AS TO LEGAL FORM:



N. Jay Yeager, Law Director

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to Surplus@andersontn.org

Anderson County
(Department) Senior Services

requests to surplus property as detailed below.

[Signature]
Signature of Department Head/Elected Official

1/8/2021
Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	1992 FORD BUS VN	1FDKE3069	NH A28635 inoperable via Fleet Services

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____

