



STATE OF TENNESSEE
BOARD OF PAROLE
404 JAMES ROBERTSON PARKWAY, SUITE 1300
NASHVILLE, TENNESSEE 37243-0850

Title VI Implementation Plan **2013- 2014 Annual Report**

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'No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.'

-Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. §2000d

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Section 1 – The Tennessee Board of Parole: An Overview

The Intent of Title VI

The purpose of Title VI of the Civil Rights Act of 1964 is to prohibit programs that receive federal funding from discriminating against participants on the basis of race, color, or national origin. Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. §2000d, states:

‘No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.’

The intent of the law is to ensure that all persons, regardless of their race, color, or national origin, are allowed to participate in these federally funded programs. To ensure that the agency meets its compliance responsibility, procedures have been established to provide monitoring of Title VI compliance in activities, for which the agency is directly or indirectly responsible, and complaint processing.

The Tennessee Human Rights Commission (THRC) Title VI Compliance Program was established as a result of State of Tennessee Public Acts, 2009 Public Chapter No. 437, later codified as Tenn.Code Ann. (T.C.A.) §4-21-203. Effective July 1, 2009, THRC was charged with the responsibility of verifying that all State governmental entities which are recipients of Federal financial assistance comply with the requirements of Title VI of the Civil Rights Act of 1964. Title VI applies to all programs and facilities operated directly by the Agency and to all facilities and programs operated by individuals or groups under contract with the Agency.

To ensure adherence with Title VI of the Civil Rights Act of 1964 and T.C.A. §4-21-203, the Tennessee Board of Probation and Parole implemented Policy #104.03, Federal Funding and Non-Discrimination. At this time, the Tennessee Board of Parole, the agency name established by legislation in July of 2012, is revising the current policy to reflect changes in the structure and responsibilities of the agency. This new policy will be presented for approval at the next Administrative Board Meeting. As an agency, implemented policies are adhered to until the approval of new versions of the policy. The current policy can be found on the following page.



STATE OF TENNESSEE
BOARD OF PAROLE

**ADMINISTRATIVE POLICIES
AND PROCEDURES**

**FEDERAL FUNDING AND NON-
DISCRIMINATION**

SUBJECT:



INDEX #104.03
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SUPERSEDES: 104.03
(09-01-00)

APPROVED BY:

- I. **AUTHORITY:** Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq.; TCA 4-21-901 to 4-21-905.
- II. **RELATED ACA STANDARDS:** None.
- III. **APPLICATION:** All agency staff and all offenders.
- IV. **DEFINITIONS:**

Title VI (6) of the Civil Rights Act of 1964 (Title VI): Federal statute that states "no person in the United states shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."
- V. **POLICY:** *The BOP will not discriminate on the basis of race, color or national origin in any aspect of its provision of services.*
- VI. **PROCEDURES:**
 - A. BOP shall provide for prompt and equitable resolution of complaints alleging any action prohibited by Title VI. The Director of Human Resources has been designated by the Board to coordinate compliance with the requirements of Title VI.
 1. A person alleging discrimination based on race, color, or national origin in the delivery of any service or program covered by Title VI may file a complaint with BOP. All such complaints must be filed within one hundred eighty days of the occurrence of the alleged discriminatory act.
 - a. Parolees shall utilize the offender grievance procedure to resolve a complaint alleging a violation under Title VI.
 - b. All other complainants shall submit details of alleged violations via letter to the Title VI coordinator.
 - c. While detailed written complaints are preferred for clarity and reference, a verbal complaint, which the complainant refuses to reduce to writing, shall be taken and set forth on paper by the person to whom the complaint is made.
 - d. A copy of all Title VI complaints and responses shall be forwarded to the Executive Director or designee.
 - B. BOP shall monitor compliance with Title VI as follows:

1. As part of the annual inspection process, and
 2. Through the collection and review of data concerning compliance, outlined in the BOP Title VI plan, at the direction of the Executive Director.
 3. In addition, each BOP office shall complete the form titled "Program Participation-Title VI Tracking" on a quarterly basis and submit it to the Executive Director or designee.
 4. The BOP shall maintain a Title VI implementation plan and submit annual compliance reports and plan updates to the Tennessee Human Rights Commission by October 1 of each year.
- C. The right of a person to a prompt and equitable resolution of a complaint filed relating to Title VI shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint(s) with the responsible federal department or agency. Use of the BOP grievance procedure is not a prerequisite to the pursuit of other remedies.
- D. Staff Training, Offender Information and Form Completion.
1. New employees shall receive training regarding the requirements of Title VI during orientation. Current employees shall receive training during their annual in-service.
 2. Questions about form completion may be referred to the Coordinator and the Executive Director or designee.

Agency History and Structure

On February 18, 1961, Governor Buford Ellington signed into law an act creating a part-time Board of Probation and Paroles as a division within the Department of Correction. The Commissioner of the Department of Correction served as Chair of the Board and members were appointed from various business and education fields.

In 1963, legislation was passed increasing the size of the Board to five part-time members. The chair remained the Commissioner of the Department of Correction and the Governor appointed the 4 additional members.

In 1970, the Governor became responsible for appointing all five members of the Board. The Commissioner of the Department of Correction no longer served as the Chair for the Board.

On April 4, 1972, Governor Winfield Dunn signed House Bill 582 creating the Tennessee Board of Pardons and Paroles with three full-time members.

On May 25, 1979, Governor Lamar Alexander signed the 'Pardons and Paroles Act of 1979'. This act, presented to the Governor by the Ninety-First General Assembly, created an autonomous full-time Board separate from any other agency. Prior to the implementation of this act, Parole Officers and support staff had been under the supervision of the Department of Correction. Effective July 1, 1979, the supervision for this staff became the responsibility of the Board, the Executive Director, and the State Director of Paroles. In addition, this act also set six year term limits for the five board members.

In 1989, the Board of Pardons and Paroles was expanded from a five member board to a seven member board.

On May 18, 1999, Governor Don Sundquist signed House Bill 3307/Senate Bill 3305 moving the Division of Probation and the Community Corrections Grant Programs from the Department of Correction to the Board of Paroles. This created a new agency, the Board of Probation and Parole (BOPP) effective July 1, 1999.

On July 1, 2012 with the signing of House Bill 2386/Senate Bill 2248, Governor Bill Haslam transferred Adult Felony Supervision from the Board of Probation and Parole to the Department of Correction. This transfer moved more than 1,000 employees from the Board of Probation and Parole to the Department of Correction. As a result of this transfer, all offender programming through both Resource Centers and the Community Corrections Grant Programs transitioned to the Department of Correction. The Board remains an independent agency under the new name the Tennessee Board of Parole (BOP).

The current Board consists of seven full-time board members, one of whom serves as the Chair. Board members serve a 6 year term and are representative of various cities throughout Tennessee. As of June 30, 2013, the Board of Parole had one vacant board member position. The other board members over the course of fiscal year 2012 – 2013 included:

Chairman Charles Traughber – Mr. Charles Traughber started his criminal justice career as an Institutional Counselor in the Department of Correction in 1969. In 1972, he was appointed Chairman of the Board of Pardons and served until June 1976. He served as a member of the Board from 1976 until July 1977 when he was reappointed Chairman. He served in that capacity through June of 1979. Mr. Traughber then remained a member of the Board until December 1985 when he left the Board to work as a consultant with a private correctional company. In January of 1988, Mr. Traughber was reappointed as Chairman of the Board of Pardons and Paroles and served in that capacity until announcing his retirement effective at the end of the 2012 – 2013 fiscal year. Mr. Traughber is a native of Chattanooga and a graduate of Tennessee State University in Nashville. He is a member of the Tennessee Correctional Association, the American Correctional Association and the past President of the Association of Paroling Authorities International. Mr. Traughber has also served on the Tennessee Sentencing Commission and on various other committees addressing prison capacity issues and the criminal justice system.

Patsy Bruce – Ms. Patsy Bruce, a native of Nashville, was appointed to the Board of Probation and Parole on March 26, 2004. Prior to this appointment, Ms. Bruce operated a number of entertainment and event management and marketing companies including Patsy Bruce Productions, Inc., a film and television production company; and Events Unlimited, an award-winning event management company. In addition to her business endeavors, Ms. Bruce is involved in neighborhood advocacy work, where she organized the West Nashville Presidents Council, a Nashville consortium of neighborhood presidents.

Ronnie Cole – Mr. Ronnie Cole was appointed to the Board of Probation and Parole on January 22, 2004. He was born in Milan, Tennessee, but has lived in Dyersburg, Tennessee for more than 30 years. He is a retired Vice President of the Ford Construction Company, a Dyersburg paving and bridge building contractor, where he worked for 34 years. He also served in the Tennessee House of Representatives in the 98th through the 102nd General Assemblies. Mr. Cole earned a bachelor's degree in business administration from Memphis State University and is a Past President of both the Tennessee Road Builders Association and the Contractor's Division of the American Road and Transportation Builders Association. Mr. Cole is also a former member of the Tennessee Board for Licensing Contractors.

Yusuf Hakeem – Mr. Yusuf Hakeem was appointed to the Board of Probation and Parole on January 23, 2006. He is a graduate of Howard High School and Chattanooga State Technical Community College. Mr. Hakeem is currently working towards a bachelor's degree from the University of Tennessee, Chattanooga. He has served on the City Council of Chattanooga for 15 years as a representative of District 9 and was elected Council Chair in 1996, 2000, and 2001. Mr. Hakeem retired from the Board of Parole on January 23, 2013.

Joe Hill – Mr. Joe Hill was appointed to the Board on January 18, 2008. Mr. Hill, who resides in Union City, came to the Board of Probation and Parole following his retirement from the staff of Eighth District Congressman John Tanner. Mr. Hill is a native of Henry County, Tennessee and a 1964 graduate of Henry High School. He received his bachelor's degree from Bethel College in 1968. Mr. Hill served as project director of the Northwest Tennessee Development District for four years and was twice elected to the Henry County Commission. In 1973, Mr. Hill joined the staff of the late U.S. Representative Ed

Jones where he served as District Director until Representative Jones' retirement. Mr. Hill managed Congressman John Tanner's campaign for Congress in 1988 and then joined Tanner's staff as District Director in 1989, where he served for the next 19 years. Mr. Hill retired in 2008 as the longest serving Congressional District Aide in Tennessee History. He is an avid outdoorsman as well as a member of the Free and Accepted Masons, the Goodwill Shrine Club, the Elks Club, the Tennessee Wildlife Federation, and the Methodist Church.

Lisa Jones – Ms. Lisa Jones was appointed to the Board of Probation and Parole on January 18, 2008. Prior to her appointment, Ms. Jones spent 12 years teaching at Savannah High School. She also taught for two years at Jackson State University's Savannah campus and served one term as a member of the Unemployment Security Board of Review. Ms. Jones is a graduate of the University of North Alabama and holds a bachelor's of science degree in education.

Richard Montgomery – Mr. Richard Montgomery, a Sevierville native, was appointed to the Board of Parole as a Board Member on January 9, 2013, filling the position vacated by Mr Hakeem. Mr. Richard Montgomery first joined State government in November of 1998 as a Representative to the Tennessee Legislature from Sevier County. He served in the Legislature until November of 2012. Prior to his service in the State Legislature, Mr. Montgomery spent 27 years working at the Oak Ridge National Laboratory where, prior to retiring, he served as the Operations Manager. He also served on the Sevier County Board of Education. Mr. Montgomery is a graduate of Hiawasse Junior College and the University of Tennessee. As of July 1, 2013, Governor Bill Haslam has appointed Mr. Montgomery to serve as the Chairman of the Board of Parole.

Board Responsibilities

The Board of Parole is charged with deciding which eligible felony offenders will be granted parole and released from incarceration to community based supervision. The administrative duties of the Board are to establish criteria for granting and revoking parole; to develop and adopt long range goals and objectives for the agency including policies and procedures; to hire employees and incur expenses as necessary to discharge the duties of the agency; to cooperate with other State agencies and their staff; at the request of the Governor, to make non-binding recommendations concerning exonerations, executive clemency, and commutations; and to develop and promote parole planning efforts (T.C.A. §40-28-104).

These responsibilities are reflected in the Agency Mission and Vision Statements. The Board of Parole's Mission Statement provides:

'The mission of the agency is to minimize public risk and promote lawful behavior by the prudent and orderly release of adult offenders.'

Additionally, the agency Vision Statement provides:

'The vision of the agency is that it will be committed to a partnership with the citizens of Tennessee in promoting public safety and will be recognized as a leader in the area of parole by:

- 1. Participating in cooperative efforts such as community policing, multi-purpose service centers, coordinated victim services, and interagency efforts.*
- 2. Providing employees with access to and training in the use of advanced technologies.*
- 3. Fostering a highly professional staff that is proficient in parole and revocation decision-making and support services.*
- 4. Promoting effectiveness and efficiency through the use of outcome measures and innovative approaches to service delivery.'*

The Executive Director has the responsibility for the day-to-day functioning of the agency. This includes assisting the Board in the development and implementation of policies, procedures, budgets, reports, and agency planning documents. The Executive Director is also responsible for overseeing recruitment and supervision of staff and maintaining communication and cooperation between the agency and the Department of Correction (T.C.A. 40-28-104).

Senior level management for the agency consists of the Executive Director, two Parole Administrators, the Communications Director, the Internal Auditor, the Legislative Liaison, and the General Counsel. The Parole Administrators are responsible for overseeing agency divisions, each of which has a Director or Manager, as cited in the organizational chart on page 11. The Board of Parole contains ten administrative divisions, which include:

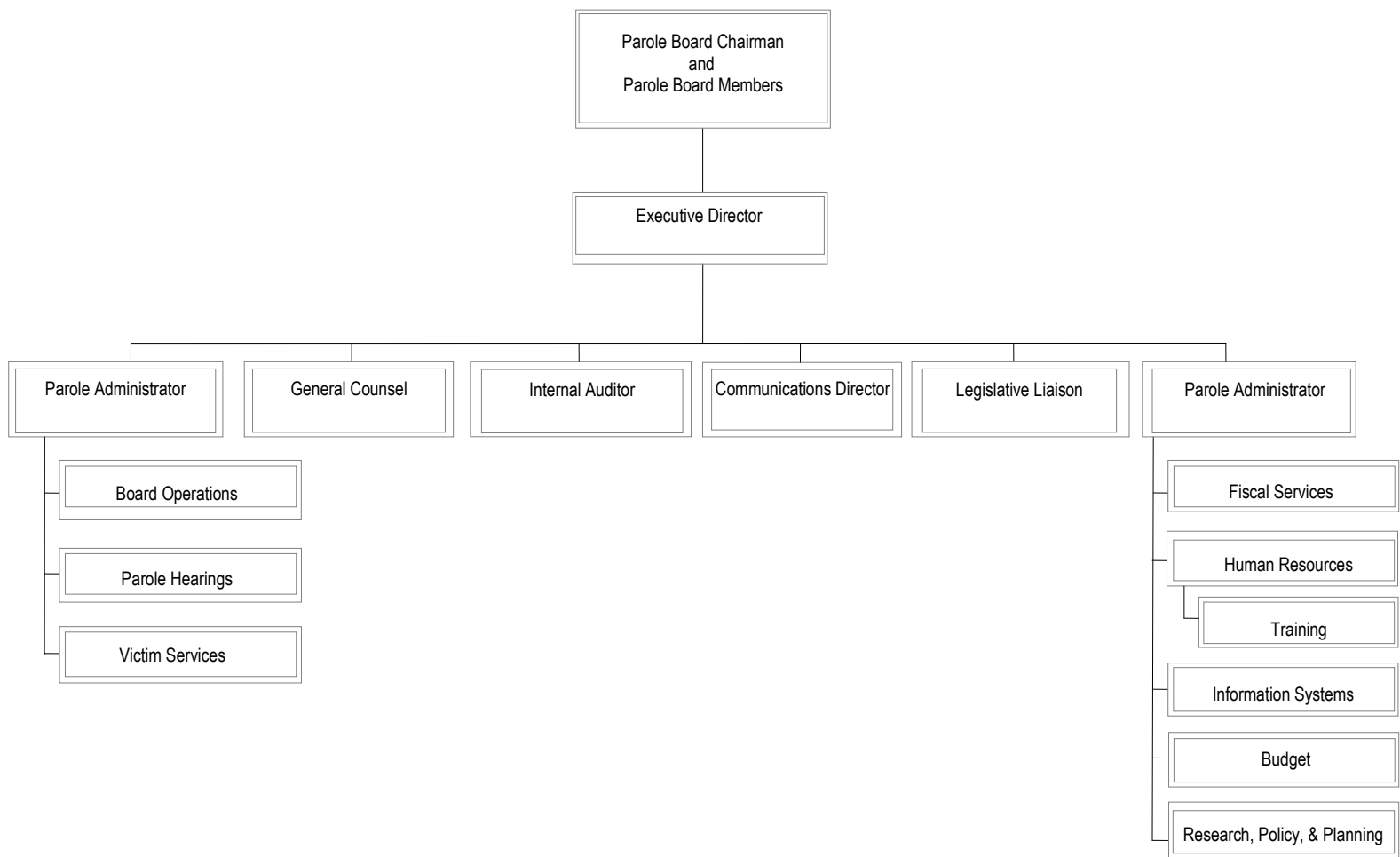
1. Parole Hearings Division
2. Board Operations
3. Human Resources
4. Budget Division
5. Fiscal Services
6. Research, Policy, and Planning
7. Information Systems
8. Training
9. Legal Services
10. Victim's Services

These administrative divisions are all housed in the Board of Parole's central office in Nashville with the exception of the Parole Hearings Division. The Parole Hearings Division, which includes all Parole Hearings Officer staff, is divided into four statewide Districts. The four Parole Hearings Districts are:

1. Delta
2. West Tennessee
3. Middle Tennessee
4. East Tennessee



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July 2013



Section 2 – Federal Programs or Activities

For fiscal year 2012 – 2013, the Board of Parole received a total of \$6,000.00 in Federal and State matched grant assistance. These funds represent one grant, which was administered by the Bureau of Justice Assistance administered through the Tennessee Office of Criminal Justice Programs, in the Department of Finance and Administration, with 25% State Match funds. Funds received from the Bureau of Justice Assistance, as authorized under Public Law 109-162, support a range of program areas including law enforcement, prosecution and courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives. The funds received by this Agency were awarded to support the following activity:

Edward Byrne Memorial Justice Assistance Grant Program (project ID: BOPJAGTRNG) – This one time grant was awarded to the Agency for the time period 3/1/2013 – 6/30/2013. The funds were used to support a hearings officials special training conference. Specific details of this grant are provided in the following chart.

<u>Grant Name/Project ID</u>	<u>Grant Time Period</u>	<u>Funding Source</u>	<u>Total Grant Amount</u>
Edward Byrne Memorial Justice Assistance Grant Program (Project ID: BOPJAGTRNG)	3/1/2013 – 6/30/2013	75% Federal (administered through the Tennessee Office of Criminal Justice Programs)	\$4,500.00
		25% State Match	\$1,500.00
		<u>Total:</u>	\$6,000.00

The Board of Parole received no other federal grants, loans, or subsidies for fiscal year 2012 – 2013. Additionally, no other Federally funded equipment, training resources, land, loans or federal personnel were used by the agency for fiscal year 2012 – 2013.

Effective July 1, 2012, legislation transferred the responsibilities, staff, and resources for adult supervision to the Department of Correction. At this time, all Federal funding remaining from grants awarded in previous fiscal years transferred to the Department of Correction with the adult supervision division. The Board of Parole anticipates receiving no Federal funding for fiscal year 2013 - 2014, however, the BOP reserves the right to pursue future Federal funding in the event that funds may be beneficial in assisting the agency in meeting its goals and mission.

The contract between the Office of Criminal Justice Programs (OCJP) and the Board of Parole can be found in Appendix A. Assurances for the OCJP as a recipient of federal funds are on file with the Department of Finance and Administration.

Section 3 – Organization of the Civil Rights Office

The Board of Parole's Civil Rights Coordinator for fiscal year 2012-2013 was Randi Tarpy, Human Resources Director. Since the agency currently has only 83 positions, all civil rights coordination is handled in central office by the Civil Rights Coordinator.

The Civil Rights Coordinator reviews and ensures response to any allegations of Title VI violations. Additional responsibilities for the coordinator include but are not limited to:

- Addressing claims filed in central office;
- Filing and tracking claims statewide;
- Coordinating agency internal investigations for Title VI claims;
- Preparing the annual Title VI Implementation Plan; and
- Assisting the training division in the development of mandatory Title VI training.

Section 4 – Data Collection and Analysis

Following the transition of adult supervision to the Department of Correction in July of 2012, all services and programs previously offered to offenders were no longer under the jurisdiction of the Board of Parole. Parole, probation, and community corrections supervision are now housed in the Department of Correction, as is responsibility for tracking beneficiary and applicant participation in programming and services. Thus, the Board of Parole has no potential beneficiaries or applicants.

The Board of Parole has a total of 83 positions. As of June 30, 2013, the Board employed 78 employees as compared to the 1,103 employees in the agency in June 2012, which was prior to the transition of adult supervision to the Department of Correction. This represents a 92% decrease in the total number of employees in the agency for fiscal year 2012 – 2013. The racial and ethnic breakdown of agency staff is represented as follows:

	<u>Black</u>	<u>White</u>	<u>Other</u>
<u>Tennessee Census Data, 2011:</u>	16.9%	75.4%	7.7%
<u>Total # of Employees:</u>	28 (36%)	47 (60%)	3 (4%)
<u>Preferred Service Employees:</u>	20 (41%)	27 (55%)	2 (4%)
<u>Executive Service Employees:</u>	8 (28%)	20 (69%)	1 (3%)

The Board of Parole Board Members are appointed by the Governor. As of June 30, 2013, the Board had 6 of the 7 Parole Board Member positions filled. Of those, 1 member was black (16.67%) and 5 members were white (83.33%). These employees are also included in the breakdowns in the chart above, on both the total number of employees row and the executive service employees row.

Section 5 – Definitions

Agency – any department or independent entity having Title VI responsibilities.

Applicant – one who submits an application, request, or plan required to be approved by a department or a primary recipient as a condition of eligibility for Federal financial assistance.

Assurance – a written statement or contractual agreement signed by the agency head in which a recipient agrees to administer federally assisted programs in accordance with civil rights laws and regulations.

Beneficiaries – those persons to whom assistance, services, or benefits are ultimately provided, also known as clients.

BOP – The Tennessee Board of Parole

BOPP – The Tennessee Board of Probation and Parole

Complainant – any person or specific class of individuals who believe themselves to be subjected to discrimination prohibited by Title VI and, therefore, initiates the complaint in a legal action or proceeding.

Complaint – a verbal or written allegation of discrimination which indicates that any federally assisted program is operated in such a manner that it results in disparity of treatment to persons or groups of persons because of race, color, or national origin.

Compliance – the fulfillment of the requirements of Title VI, other applicable laws, implementing regulations and instructions to the extent that no distinctions are made in the delivery of any service or benefit on the basis of race, color, or national origin (see also non-compliance).

Contractor – a person or entity that agrees to perform services at a specified price.

Discrimination – to make any distinction between people or groups, either intentionally, by neglect, or by the effect of actions or lack of actions, based on race, color, or national origin.

Federal Assistance – any funding, property, aid, technical assistance, grants, or partnerships provided for the purpose of assisting a beneficiary. This assistance may be provided in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, direct appropriations, and other non-cash assistance. Federal assistance includes any assistance received directly from Federal agencies or indirectly from other units of State and local government.

Minority – a person or group differing in some characteristic from the majority of a population.

Non-compliance – failure or refusal to comply with or implement the regulations and policies associated with the Title VI of the Civil Rights Act of 1964.

OCJP – the Office of Criminal Justice Programs, which is housed in the Department of Finance and Administration.

Post-award Review – a routine inspection of agency programs during and after Federal assistance has been provided to the beneficiary or recipient. These reviews may be cyclical or based on a priority system contingent upon the potential for non-compliance in individual programs. Reviews are normally conducted through on-site visits; however, desk audits and other mechanisms may also be used to assess operation of Federally assisted programs. A post-award review may result in a written report that shows the compliance status of agency program offices and recipients. When necessary, the report will contain recommendations for corrective action. If the program office or recipient is found to be in non-compliance, technical assistance and guidance must be provided to bring the recipient into voluntary compliance. If voluntary compliance cannot be secured, formal enforcement action is then initiated.

Potential Beneficiaries – those persons who are eligible to receive Federally assisted program benefits and services.

Pre-award Review – a desk audit of the proposed operations of a program applicant for Federal assistance prior to the approval of the assistance. The department must determine that the program or facility will be operated such that program benefits will be equally available to all eligible persons without regard to race, color, or national origin. The applicant may provide methods of administering the program designed to ensure that the primary recipient and sub-recipients under the program would comply with all applicable regulations, and correct any existing or developing instances of non-compliance. If the documentation provided by the applicant for the desk audit is inadequate to determine compliance, then an on-site evaluation may be necessary.

Program – any project, activity, or provisions for a facility which provides services, financial aid, or other benefits to individuals.

Public Notification – process of publicizing information on non-discrimination and the availability of programs, services and benefits to minorities. This is attained through use of newspapers, newsletters, periodicals, radio, television, community organizations, directories, brochures, and pamphlets.

Recipient – any public or private agency, institution, or organization or any individual to whom Federal financial assistance is extended, directly or indirectly, for the purpose of providing services to beneficiaries.

Sub-recipient – an individual or organization that receives Federal financial assistance from the direct recipient.

TDOC – the Tennessee Department of Correction

THRC – the Tennessee Human Rights Commission

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-4 – the Federal law prohibiting discrimination based on race, color, or national origin. This act covers all forms of Federal aid except contracts of

insurance and guaranty. Title VI does not cover employment except where employment practices result in discrimination against program beneficiaries or where the purpose of the Federal assistance is to provide employment.

Vendor – any public or private organization or individual who, pursuant to a contract or agreement, provides generally required goods or services for use of program beneficiaries.

Section 6 – Discriminatory Practices

The Board of Parole provides training to all agency staff annually. As part of in-service training, managers and staff are informed that an agency is in violation of Title VI if it:

1. Denies an individual service, aid, or benefits because of race, color, or national origin;
2. Provides only inferior or discriminatory service, aid, or benefits because of an individual's race, color, or national origin;
3. Subjects an individual to segregation or different treatment in relation to aid, services, or benefits because of race, color, or national origin;
4. Restricts or discourages individuals in their enjoyment of facilities because of race, color, or national origin;
5. Treats an individual differently because of race, color, or national origin in regard to eligibility for programs or services;
6. Uses criteria which would impair accomplishment of the Act's objectives or which would subject individuals to discrimination because of race, color, or national origin;
7. Discriminates against an individual in any program or activity that is conducted in a facility constructed even partly with Federal funds;
8. Subjects an individual to discriminatory employment practices under any Federal program intended to provide employment.

In the event that a complaint was filed alleging a Title VI violation, the Board of Parole would thoroughly investigate the complaint. As an example, hypothetically an offender could file a Title VI discrimination complaint alleging that more white offenders were being given parole than black offenders. In the event that such a claim was filed, the Board of Parole would follow the steps detailed in the agency complaint processing procedures section of this report (see Section 8 – Complaint Procedures). It is the Board's intent that no discrimination based on race, color or national origin occur in any areas of the agency's responsibility.

Section 7 – Limited English Proficiency (LEP)

The Board of Parole takes reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access and an equal opportunity to participate in the activities conducted by the agency. The policy of the Board is to make sure that those with limited English proficiency are provided with the aids necessary to effectively communicate. This policy also provides for the communication of information contained in vital documents, including but not limited to waivers of rights and consent forms. All interpreters, translators, and other aids needed to comply with this policy shall be provided without cost to the persons being served.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts with organizations providing interpretation or translation services, or technology and telephonic interpretation services. Staff with direct contact with LEP individuals will be trained in effective communication techniques and the effective use of an interpreter.

The Board will conduct a regular review of the language access needs within the service population, as well as updating and monitoring the implementation of this policy and these procedures as necessary.

The Board will identify the language and communication needs of the LEP person as soon as the need is recognized. If necessary, staff will use a language identification card (or 'I speak card') or posters to determine the language of the individual. In addition, when records are kept of past interactions with individuals or their family members, the language used to communicate with the LEP person will be included as part of the record. A copy of the Language Identification Guide poster can be found in Appendix B.

The Board uses a contract with The Tennessee Foreign Language Institute to provide interpreters for hearings in county jails across Tennessee. The Tennessee Department of Correction is responsible for providing these services at prison facilities.

For hearings conducted by Parole Hearings Officers at county jails, provision of interpretive services is handled by following the steps listed below:

- When the Hearings Officer determines the need for an interpreter, the hearing is to be continued for a time period of no longer than 60 days to coordinate interpretive services.

- The Hearings Officer then contacts the central office Parole Hearings Officer Division Administrative Assistant to begin scheduling the needed interpreter. This request should identify the language requirement, hearing type, hearing date, hearing time and location.

- The Administrative Assistant will contact the service provider and make arrangements for the interpreter.

-The Administrative Assistant will send a confirmation form to the Hearings Officer prior to the hearing. This form is to be filled out by the Hearings Officer and the interpreter on the day of the hearing. The form serves as both documentation of services provided as well as assisting with invoicing.

The Tennessee Foreign Language Institute has agreed to provide qualified interpreter services for the Board. The Institute can be reached at 615-741-7579. Interpreter services are available Monday through Thursday from 9:00 a.m. to 7:30 p.m. and Friday from 9:00 a.m. to 4:30 p.m.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. Family members and/or friends will not be used by the Agency as interpreters unless the LEP specifically requests the individual and only after the LEP person understands that interpreter services can be provided by the Agency free of charge. Documentation indicating that the LEP person was made aware of the interpreter services offered by the Agency will be maintained in the person's file. If the LEP person chooses to use a family member or friend as the interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is determined to not be an appropriate interpreter, a competent interpreter will then be provided for the LEP person. At no time will children (persons under the age of 18) be used as interpreters in order to ensure confidentiality of information and accurate communication.

In the past fiscal year, the Board of Parole staff have used contracted interpreter services for 8 instances to interpret for 11 hearings. In each of these instances, the interpreter was requested to assist by interpreting in Spanish. Spanish speaking interpreters are often used for more than one offender during an appointment, as was the case in some of these instances. Furthermore, 2 hearing appeal transcripts were requested to be translated into Spanish.

In addition, deaf interpreting services were provided on one occasion during fiscal year 2012 – 2013.

On an ongoing basis, the Board will assess changes in demographics, types of services or other needs that may require re-evaluation of these procedures. In addition, the Board will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, and feedback from the public and community organizations.

Section 8 – Complaint Procedures

Over the course of fiscal year 2012 – 2013, the Board of Parole received 3 Title VI complaints from the Tennessee Human Rights Commission. In all three cases, the complaint was one in which the Board of Parole does not have jurisdiction. All three cases were sent by individuals who were incarcerated in a Tennessee Department of Correction facility. These three cases were forwarded back to the THRC to be referred to the TDOC Title VI coordinator.

No complaints or lawsuits were filed against the Board of Parole or its employees alleging Title VI discrimination during fiscal year 2012 – 2013.

In the event that an individual believes that a Federally funded department has discriminated against a person or group on the basis of race, color, or national origin, a Title VI complaint may be filed. A copy of the Title VI complaint form can be found in Appendix C. According to State and Federal law, Title VI complaints must be filed within 180 days of the alleged discriminatory act. A complaint may be filed at any of the following three levels:

- The local level (filed with Board of Parole central office);
- The Tennessee Human Rights Commission; or
- The Federal Department of Justice

When a Title VI complaint is reported, written or verbally made, the Executive Director is responsible to appoint a staff person to review the matter and file a report. A copy of the report of investigation can be found in Appendix D. The investigative report may show:

- The Board/person was found to be in violation of Title VI;
- The Board/person was not found to be in violation of Title VI; or
- The Title VI complaint is being withdrawn by the person who filed it.

If the Board of Parole or one of its employees are found to be in violation of Title VI, the remedial actions taken to ensure future compliance are noted in the report. A copy of the investigative report is provided in writing to the Executive Director, the Division Director, the complainant, and the Central Office Title VI Coordinator. All parties involved in the complaint have the right to appeal the findings or results of the investigation. A copy of the appeal of Title VI finding form can be found in Appendix E. The appeal shall include:

- Name of the appellant;
- Date of the finding and the investigator's name;
- Information on the investigative outcome and any remedial actions proposed;

- Name of the original complainant and date the complaint was filed;
- Name of the agency/person the complaint was filed against including location; and
- Date of the appeal.

If a complaint is withdrawn, the withdrawal must include the reason(s) for withdrawing the complaint and it must be signed by the complainant. To see a copy of the withdrawal of complaint form, see Appendix F.

The Board of Parole maintains a log of all complaints filed against the agency or agency employees alleging discrimination. A copy of this log can be viewed in Appendix G.

Section 9 – Compliance Reviews

For fiscal year 2012 – 2013, the Board of Parole did not work with any sub-recipients or contractors. All programs, services, sub-recipients, contractors, and vendors the agency worked with in previous fiscal years now fall under the jurisdiction of the Department of Correction. For that reason, no periodic reviews of compliance with Title VI regulations by sub-recipients or contractors were conducted during the year.

- A. The Board of Parole did not have any sub-recipients, contractors, and/or vendors for fiscal year 2012 – 2013.
- B. Pre-award procedures: This section is not applicable because the Board of Parole did not have any sub-recipients, contractors, and/or vendors for fiscal year 2012 – 2013.
- C. Post award procedures: This section is not applicable because the Board of Parole did not have any sub-recipients, contractors, and/or vendors for fiscal year 2012 – 2013.
- D. Public Notice and Outreach: This section is not applicable because the Board of Parole did not have any sub-recipients, contractors, and/or vendors for fiscal year 2012 – 2013.
- E. Procedures for Noncompliance: This section is not applicable because the Board of Parole did not have any sub-recipients, contractors, and/or vendors for fiscal year 2012 – 2013.

In the event that the Board of Parole would work with sub-recipients, contractors, or vendors in future years, the agency does have established compliance review procedures.

Section 10 – Compliance and Noncompliance Reporting

The Board of Parole furnishes copies of the Agency's Title VI report to the following Federal and State agencies:

- The Tennessee State Library and Archives
- The Government Publications Department, Memphis-Shelby County Public Library
- The University of Tennessee, Hodges Library – Serials Department
- The University of Memphis Libraries, Government Publications
- The Tennessee Legislative Reference Library
- The Department of General Services, Records Management Division

In addition, a copy of the BOP Title VI report will be maintained by the Agency for reference. The Board of Parole has no Federal reporting requirements (N/A) relative to the Title VI report. The Board of Parole did not receive any Title VI and discrimination related audits or findings from federal or state monitoring agencies during fiscal year 2012-2013, therefore, the agency has no corrective actions with which to comply.

Section 11 – Title VI Training

The Board of Parole provides Title VI training for all employees each year. Title VI training was conducted in January and February of 2013 using an online powerpoint presentation. When employees complete the training and self-test questions, they sign a Board of Parole training roster to confirm completion of the training. All new staff are provided with this training within the first month of their service with the Board of Parole. Total staff completing this training is as follows:

<u>Employee population in BOP</u>	<u>Total staff training on Title VI</u>	<u>Percentage of staff trained</u>
83*	83	100%

*This figure represents all employees in the agency during fiscal year 2012 - 2013. Turnover and rehiring in some positions increased the number of employees to be trained.

In addition to full time staff, the Board of Parole utilized the services of both temporary employees and 120-day retirees who returned to work a part time schedule over the course of fiscal year 2012 – 2013. The Board required these employees to complete Title VI training as well. The total number of temporary and 120-day retired employees trained is as follows:

<u>Total temporary and 120 day employees</u>	<u>Total temporary/120 day staff trained</u>	<u>Percentage of staff trained</u>
9 (5-temporary employees, 4-120 day employees)	9	100%

The proposed training dates for Title VI training for fiscal year 2013 – 2014 are January and February of 2014.

Copies of training rosters for the Board of Parole’s Title VI training can be found in Appendix H.

Section 12 – Public Notice and Outreach

The Board of Parole makes efforts to ensure Title VI guidelines are available both to Agency staff and to other interested parties.

In addition to providing copies of the Agency Title VI implementation plan to other State and Federal agencies, the Board displays posters detailing Title VI provisions and complaint procedures throughout the Board office. These documents are also made available upon request to the public regardless of race, color, or national origin. The Board of Parole does not provide any programs or services and currently has no planning boards or advisory boards.

When the Agency has the opportunity to utilize news media to broadcast information about programs, grants, or events, the Board periodically sends the news releases to minority media outlets including The Tennessee Tribune, Tri-State Defender, Nashville Pride, Urban Journal, and Silver Star News. News releases are sent to numerous radio and television stations in the various regions in which the event or program is taking place, including those stations aimed at minority communities.

The Board of Parole does not have any planning boards or advisory bodies. Parole Board Members are full time employees of the State, appointed by the Governor, and are statutorily tasked with deciding which eligible felony offenders will be granted parole and released from incarceration to community based supervision. In this capacity, they function as State employees rather than as advisory or planning board members.

The Board does not currently have oversight over any grants and does not contract directly with any outside entities. Therefore, no public notice of processes for bidding or obtaining agency grants are utilized.

Section 13 – Evaluation Procedures

The Board of Parole has continually worked towards its goals for Title VI compliance, ensuring policies and procedures for compliance were maintained over the course of the fiscal year. The Board of Parole does not currently offer any programs or activities and, therefore, has no need to evaluate programs and activities or quality of services at this time.

The agency received no grievances or complaints pertaining to Title VI, however, agency staff were trained on both adherence to Title VI of the Civil Rights Act of 1964 and also on procedural steps to follow in the event of a complaint. Additionally, the agency received no findings of Title VI violations by the THRC. The agency has no deficiencies in Title VI compliance.

The agency provided non-English speaking offenders with written documents in their native language and/or interpreters for use in parole hearings at no cost to the offender. Literature was available at the agency worksite detailing both Title VI and language interpretive services for both recipients and the public.

Going forward, the Board of Parole will continue to make Title VI and LEP literature available at the agency worksite, at Victim Liaison programs, and at community outreach events. The Board will continue to offer interpreter services through the Tennessee Foreign Language Institute for parole hearings. The Board will also continue to ensure that methods for informing the public about future grants, programs, and events are broadcast to media outlets aimed at serving minority communities. The Board continues to monitor Title VI compliance through an annual internal audit inspection process.

Section 14 – Responsible Officials

The Chairman of the Board of Parole serves as the responsible State official charged with ensuring that the Agency complies with Title VI. Mr. Richard Montgomery is the Chairman for the Board of Parole.

The current Title VI Coordinator is the person in the Agency designated to develop the annual implementation plan. Randi S. Tarpy, Human Resources Director, is the Title VI Coordinator for the Board of Parole.

The physical location of the Board is 404 James Robertson Parkway, Suite 1300, Nashville, Tennessee, 37243-0850.



Richard Montgomery
Chairman



Randi S. Tarpy
Title VI Coordinator

Appendix A

7-1-11/G

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
TENNESSEE BOARD OF PAROLE**

RECEIVED

FEB 25 2013

**OFFICE OF
CRIMINAL JUSTICE
PROGRAMS**

This Grant, by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "Grantor State Agency" and Tennessee Board of Parole, 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 Anti-Drug Abuse Act of 1988, specifically, the Edward Byrne Memorial Justice Assistance Grant Program (JAG), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by 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 the Office of Criminal Justice Programs Administrative Manual located on the website at www.tn.gov/finance/adm/ocjp/manuals.shtml and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- 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 www.tn.gov/finance/adm/ocjp/manuals.shtml. 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 JAG program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. Program priorities include, but are not limited to, Multi-jurisdictional Drug and Violent Crime Task Forces, Pre-trial Service Delivery, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Innovations in Criminal Investigations, and Victim Services. The following activities will be conducted:
 - a. 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. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. 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 particular OCJP priority area.
- 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.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning 3/1/2013, and ending on 6/30/2013. The Grantee hereby acknowledges and affirms that the Grantor State Agency shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Grantor State Agency under this Grant Contract exceed Four-Thousand Five Hundred Dollars (\$4,500.00). The Grant Budget, attached and incorporated hereto as Attachment A-1 for fiscal year 2013, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the Grantor State Agency 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.5.
- 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 work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. 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.6. 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 Grantor State Agency.
 - 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 Grantor State Agency pursuant to

maximum total amount reimbursable by the Grantor State Agency 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 Grantor State Agency pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report 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 Grantor State Agency pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. 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 contract period.
- C.9. Payment of Invoice. A payment by the Grantor State Agency shall not prejudice the Grantor State Agency's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Grantor State Agency 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.10. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the Grantor State Agency, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.11. Deductions. The Grantor State Agency reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee

and the Grantor State Agency any amounts, which are or shall become due and payable to the Grantor State Agency by the Grantee.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the Grantor State Agency shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the Grantor State Agency. Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.7. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.8. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.9. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, and if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements. The Grantee shall obtain prior approval from the Grantor State Agency before purchasing any equipment under this Grant.
- D.10. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. State Liability. The Grantor State Agency shall have no liability except as specifically provided in this Grant Contract.
- D.12. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.13. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.14. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Grantor State Agency:

Tom Pitt, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102

Email: Tom.Pitt@tn.gov
 Telephone: 615-741-9954

The Grantee:

Bobby Straughter, Administrator, Management Resources
 Tennessee Board of Parole
 404 James Robertson Parkway
 Suite 1400
 Nashville, Tennessee 37243-0850

Email: bobby.straughter@tn.gov
 Telephone: 615.532.8147
 Fax:

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Procuring State Agency. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.5. 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 Grantor State Agency or acquired by the Grantee on behalf of the Grantor State Agency shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

by the Grantee without the use of the Grantor State Agency's information; or, disclosed by the Grantor State Agency to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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 Grantor State Agency or third parties.

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

IN WITNESS WHEREOF,


TENNESSEE BOARD OF PAROLE:

 2/25/2013
GRANTEE SIGNATURE DATE

Charles M. Traughber – Chairman, Tennessee Board of Parole

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 2/25/2013
MARK A. EMKES, COMMISSIONER DATE

Appendix B



AVAZA

Language Services Corp.

LANGUAGE IDENTIFICATION GUIDE

Do you speak English?	Point here and an interpreter will be assigned to you, at no cost.	English
¿Habla Español?	Señale aquí y se le asignará un intérprete sin costo.	Spanish
هل تتكلم العربية ؟	أشّر هنا والمترجم سيكون موجوداً مجاناً .	Arabic
ته کوردی دهناخفی ؟	ئیشارهت ڤیژی بکه ته رجومان بۆ ته حازر دهکەین ، به خورای.	Kurdish (Behdini)
ئایا کوردی قسه دهکهیت ؟	ئیشارهت لێره بکه موته رجیمت بۆئاماده دهکهین ، به خوڤرای.	Kurdish (Sorani)
آیا شما فارسی صحبت میکنید؟	تروصیبه مچترم کنیڤ، ښښک هراشا اجنیا بهرگا رایگان در اختیار شما قرار میگیرد.	Farsi
Bạn nói tiếng Việt phải không?	Chỉ vào đây và sẽ có người thông dịch viên giúp đỡ Bạn, Bạn không phải trả gì hết.	Vietnamese
Maku hadashaa afka somaaliga?	Halkaan farta ku-fiiq turjubaan lacag la-an ayaad heleysaa.	Somali
Da li govorite Bosanski?	Pokažite ovdje I prevodilac će vam biti obezbijeden, besplatno.	Bosnian
Parlez-vous français?	Ici, un interpreteur sera assigné pour vous, sans avoir payé.	French
ທ່ານເວົ້າພາສາລາວແມ່ນບໍ່?	ກະຮຸນາບອກເຈົ້າໜ້າທີ່ຕາມນີ້ຈະມີນາຍພາສາມາແປໃຫ້ທ່ານໂດຍບໍ່ໄດ້ເສັຽເງິນ.	Laotian
你會講中文嗎？	請點在這裡我們為你免費提供翻譯服務。	Chinese (Mandarin)
日本語を話せますか？	ここを指して下さい。 無料の通訳者を指定します。	Japanese
Je-una azungumza kiswahili?	Nyosha kidola hapa na utatafsiriwa bila kulipa chochote.	Kiswahili
Voce fala Português?	Aperte aqui e um intérprete lhe será fornecido sem custo algum.	Portuguese
क्या आप हिंदी बोल सकते हैं ?	इशारा यहाँ पर किजिये, भाषांतर करनेवाले विनामुल्य मिल जायेंगे।	Hindi
한국어를 하십니까?	이곳을 지적해주시면 통역자가 무료로 호출됩니다.	Korean
Вы говорите по-русски?	Укажите сюда, и совершенно бесплатно Вам будет предоставлен переводчик.	Russian
አማርኛ ይናገሩለህ?	በጥቅም ወደዚህ ያመልክቱ ያለምንም ክፍያ አስተርጓሚ ይመደብሉታል!	Amharic
Eske ou pale kreyòl	Pwen isit la e yon entèprèt ap vin ede'w gratis.	Haitian Creole
Jin kueni Thuok nuera?	Wane eme deri thuok nuera jek ke kuic du a thil kok.	Nuer
તમે ગુજરાતી બોલી શકો છો?	અહિંયા ઇશારો કરો, ભાષાંતર કરનાર વિનામુલ્યે મળી જશે.	Gujarati
Türkçe biliyormusunuz?	Burayı gösterirseniz, ücretsiz tercuman size yardim edecektir.	Turkish
คุณพูดภาษาไทยหรือเปล่า?	กรุณาบอกให้ทราบด้วยถ้าคุณต้องการคนแปล	Thai
Afaan Oromoo nidubata	Harkake asiti baasi gargasa Afaan hikaa malaqa duwa argaata.	Oromo

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Appendix C



**STATE OF TENNESSEE
BOARD OF PAROLE
OFFICE OF THE EXECUTIVE DIRECTOR**

404 James Robertson Parkway Suite 1300 Nashville, TN 37243-0850
Phone: (615) 741-1673



**COMPLAINT UNDER TITLE VI
CIVIL RIGHTS ACT OF 1964**

Date: _____

To: _____ BOP

I, _____ hereby file an official
complaint against

NAME OF PERSON WITH TITLE VI COMPLAINT

NAME OF PERSON OR AGENCY

LOCATION

Person with the Title VI complainant's name:

Person with the Title VI complainant's address:

Basis of complaint: _____

Date of alleged discrimination: _____

Signed: _____

SIGNATURE OF PERSON WITH TITLE VI COMPLAINT

SECTION BELOW TO BE COMPLETED BY BOPP TITLE VI COORDINATOR

Referred to _____ on _____
LOCAL COORDINATOR DATE

for an investigation and report.

SIGNATURE OF BOP TITLE VI COORDINATOR

Appendix D



**STATE OF TENNESSEE
BOARD OF PAROLE
OFFICE OF THE EXECUTIVE DIRECTOR**

404 James Robertson Parkway Suite 1300 Nashville, TN 37243-0850
Phone: (615) 741-1673



REPORT OF INVESTIGATION
TITLE VI CIVIL RIGHTS ACT 1964

I, _____ representing _____
LOCAL TITLE VI COORDINATOR NAME OF LOCATION

have investigated the complaint filed on _____ by _____
DATE

_____ alleging that discrimination occurred
NAME OF PERSON WITH THE TITLE VI COMPLAINT

that was in violation of the provisions of Title VI of the Civil Rights Act 1964.

The results of the investigation were as follows:

- A. The agency or person was found to be in violation of Title VI.
- B. The agency or person was not found to be in violation of Title VI.
- C. The person with the Title VI complaint withdrew the complaint using form BP0190.

A COPY OF THE INVESTIGATION REPORT MUST BE ATTACHED

NOTE: If the agency or person was found to be in violation of Title VI
briefly describe the remedial action taken to assure future compliance:

DATE

SIGNATURE OF LOCAL COORDINATOR

Appendix E



**STATE OF TENNESSEE
BOARD OF PAROLE
OFFICE OF THE EXECUTIVE DIRECTOR**

404 James Robertson Parkway Suite 1300 Nashville, TN 37243-0850
Phone: (615) 741-1673



APPEAL FROM FINDING
TITLE VI CIVIL RIGHTS ACT 1964

I, _____ wish to appeal the finding made on

NAME OF APPELLANT

_____ by

DATE

NAME OF INVESTIGATOR

of ☐ non-discrimination or ☐ the proposed remedial action by the

agency in the Title VI complaint as filed by

PERSON WITH TITLE VI COMPLAINT

on _____ against

DATE OF FILING

PERSON OR AGENCY

at

LOCATION

Signed:

APPELLANT

ADDRESS

DATE OF APPEAL

Appendix F



**STATE OF TENNESSEE
BOARD OF PAROLE
OFFICE OF THE EXECUTIVE DIRECTOR**

404 James Robertson Parkway Suite 1300 Nashville, TN 37243-0850
Phone: (615) 741-1673



**WITHDRAWAL OF COMPLAINT OR
APPEAL FOR FAIR HEARING**
TITLE VI CIVIL RIGHTS ACT 1964

Date: _____

To: _____

I, _____ hereby withdraw my

☐ *complaint or ☐ **appeal, filed _____ against

DATE

NAME OF PERSON OR AGENCY

LOCATION

Person with the Title VI complainant's name:

Person with the Title VI complainant's address:

Reason for withdrawal: _____

Signed _____

*Check appropriate term, Complaint or Appeal

**Appeal from finding

BP0191 (REV 09/2013)

RDA S836-1b

Appendix G

[illegible]

Appendix H

Employee Training Course History

Course: **Title VI & Non-Discrimination (online training)**

<u>Name</u>	<u>Hours</u>	<u>Training Date</u>	<u>Fiscal Period</u>
Allison Ferguson, Xenna	1.5	01/28/2013	2012/2013
Anderson, Sandra	1.5	01/29/2013	2012/2013
Anthony, M. Ann	1.5	02/07/2013	2012/2013
Augustine, Adam	1.5	01/30/2013	2012/2013
Barbee, Gayle	1.5	01/29/2013	2012/2013
Beech, Sheila	1.5	01/30/2013	2012/2013
Best, Gail	1.5	01/28/2013	2012/2013
Bester, Thomas	1.5	01/31/2013	2012/2013
Betts, Stephen	1.5	02/05/2013	2012/2013
Brown, Cierra	1.5	06/24/2013	2012/2013
Brown, Denita	1.5	01/28/2013	2012/2013
Bruce, Patsy	1.5	02/11/2013	2012/2013
Butala, Bipinchandra	1.5	01/28/2013	2012/2013
Cole, Ronnie	1.5	01/29/2013	2012/2013
Cooksey, Patricia	1.5	02/04/2013	2012/2013
Cowley, John	1.5	02/13/2013	2012/2013
Delaney, Sherry	1.5	01/28/2013	2012/2013
Dewitte, Lori	1.5	04/19/2013	2012/2013
Dowdy, Nan	1.5	01/30/2013	2012/2013
Elder, Jack	1.5	02/13/2013	2012/2013
Ferguson, Laveeta	1.5	01/28/2013	2012/2013
Fisher, Amanda	1.5	01/28/2013	2012/2013
Fletcher, Elizabeth	1.5	02/12/2013	2012/2013
Ford, Helen	1.5	06/12/2013	2012/2013
Fox, Donald Earl	1.5	01/28/2013	2012/2013
Fox, Tina	1.5	01/29/2013	2012/2013
Frazier, Mark	1.5	02/07/2013	2012/2013
Fuqua, Bettina	1.5	02/07/2013	2012/2013
Geer, Karen	1.5	01/30/2013	2012/2013

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Employee Training Course History

Halpin, Margaret	1.5	01/28/2013	2012/2013
Hardin, Lana	1.5	01/30/2013	2012/2013
Haynes, Regina	1.5	01/31/2013	2012/2013
Henson, Tammy	1.5	02/01/2013	2012/2013
Hill, Joe	1.5	01/28/2013	2012/2013
Holder, Michael	1.5	01/28/2013	2012/2013
Johnson, Cheryl	1.5	01/31/2013	2012/2013
Jones, Lisa	1.5	02/04/2013	2012/2013
Jorgensen, Rita	1.5	02/12/2013	2012/2013
Joyce, Jane	1.5	02/12/2013	2012/2013
Lane, Patsy	1.5	02/19/2013	2012/2013
Langston, Chasity	1.5	01/29/2013	2012/2013
Lee, Susann	1.5	02/13/2013	2012/2013
Lineberry, Amber	1.5	02/12/2013	2012/2013
Liner, David	1.5	02/04/2013	2012/2013
Madden, Robert	1.5	01/28/2013	2012/2013
Mannen, Michael	1.5	02/08/2012	2012/2013
Massey, Sophia	1.5	04/22/2013	2012/2013
Mcclain, Christie	1.5	02/07/2013	2012/2013
Mcdonald, Melissa	1.5	02/04/2013	2012/2013
Mcgill, Nancy	1.5	01/29/2013	2012/2013
Mchale, Columba	1.5	02/11/2013	2012/2013
Montgomery	1.5	02/19/2013	2012/2013
Moore, Ebony	1.5	02/07/2013	2012/2013
Morrow, Tammy	1.5	01/28/2013	2012/2013
Moses, Sherly	1.5	01/29/2013	2012/2013
Newble Jr., Colis	1.5	01/28/2013	2012/2013
Obryan Jr., Rick	1.5	02/07/2013	2012/2013
Perry, Kerrica	1.5	01/28/2013	2012/2013
Petropoulos, Victor	1.5	02/06/2013	2012/2013
Phillips, Bernice	1.5	04/30/2013	2012/2013

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Employee Training Course History

Priest, Lori	1.5	02/01/2013	2012/2013
Purviance, Jim	1.5	02/04/2013	2012/2013
Quaintance, Renee	1.5	01/28/2013	2012/2013
Reid, Tareeka	1.5	06/24/2013	2012/2013
Reynolds, Brian	1.5	01/28/2013	2012/2013
Rhodes, Pamela	1.5	02/07/2013	2012/2013
Rickard, Rebecca	1.5	06/24/2013	2012/2013
Roberson, Sonya	1.5	02/07/2013	2012/2013
Sanford, Timothy	1.5	01/28/2013	2012/2013
Scott Jr, Bobby	1.5	06/20/2013	2012/2013
Scott, Carolyn	1.5	02/04/2013	2012/2013
Seay, John	1.5	01/31/2013	2012/2013
Straughter, Bobby	1.5	02/11/2013	2012/2013
Tarpy, Randi	1.5	01/29/2013	2012/2013
Taylor, Cynthia	1.5	06/14/2013	2012/2013
Thompson, Jonathan-scott	1.5	01/28/2013	2012/2013
Tolbert, Karen	1.5	03/06/2013	2012/2013
Traughber, Charles	1.5	02/03/2013	2012/2013
Travis, Marty Robert	1.5	01/28/2013	2012/2013
Turner, Margaret	1.5	02/07/2013	2012/2013
Walker, Marilyn	1.5	01/28/2013	2012/2013
Ward, Glenda	1.5	02/04/2013	2012/2013
Watson, Deana	1.5	02/07/2013	2012/2013
Whitby, Charlotte	1.5	01/29/2013	2012/2013
White, Carla	1.5	06/24/2013	2012/2013
Whiteside, E. Janelle	1.5	02/11/2013	2012/2013
Williams, Beth	1.5	01/31/2013	2012/2013
Williams, Debbie Kay	1.5	02/08/2013	2012/2013
Williams, Dianne	1.5	01/30/2013	2012/2013
Williams, Shirley (hrg Ofcr)	1.5	01/30/2013	2012/2013
Willis, Doug	1.5	06/14/2013	2012/2013

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Employee Training Course History

Wilson, Mamie Luann	1.5	01/28/2013	2012/2013
Wooldridge, Lelia	1.5	01/29/2013	2012/2013

Total Training Hours: 139.50

***** Final Total Training Hours: 139.50**