CA09784-B

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH THE DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $244,920.00 FOR THE PROVISION OF ADVOCACY SERVICES TO NON-CUSTODIAL PARENTS, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $244,920.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds (Local Match): $_____; County CIP Funds- $_____

Federal thru State Grant Funds: $244,920.00; State Gas Tax Funds: $_____

Federal Grant Funds: $_____ State Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Juvenile Court**

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Larry K. Scroggs 405-8518		6-4-09
Division Director:			
CIP – A&F Director:			
Finance Dept. AS 6/4/09	Mike Swift (Richard)	MAS	6/17/09
County Attorney:	Mary L. Bright	mlb	6-4-09
CAO/Mayor:	**James F. Huntzicker 545-4514**		6-17-09

SUMMARY SHEET

I. Description of Item

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH THE DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $244,920.00 FOR THE PROVISION OF ADVOCACY SERVICES TO NON-CUSTODIAL PARENTS, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $244,920.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

II. Source and Amount of Funding

Federal through State grant funds from Tennessee Department of Human Services DHS)	$244,920.00
Local Match	$ 0
Total Program Expenditures	$244,920.00

III. Additional Information Relevant to Approval of this Item

The Office of the Advocate for Non-custodial parents was established by Judge Person in September of 2006 in his commitment that Juvenile Court be more open and accessible to the large number of persons who are self-represented. The office provides assistance to clients in understanding the law and the use of proper legal forms. During 2007, in its first full year of operations, the office assisted 3,685 clients. In 2008, the number increased to 4,288.

The office is staffed by two attorneys and one administrative support position. Juvenile requested and received grant funding for the portion of work directly related to child support, which is estimated at 90%.

- Personnel $183,210.00
- Fringe Benefits $ 61,710.00

ITEM #_____ PREPARED BY: Dini Malone

SPONSORED BY COMMISSIONER CHISM APPROVED BY: _____

DESCRIPTION OF ITEM:

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH THE DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $244,920.00 FOR THE PROVISION OF ADVOCACY SERVICES TO NON-CUSTODIAL PARENTS, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $244,920.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, the State of Tennessee Department of Human Services has made available to the Juvenile Court of Memphis and Shelby County a grant of $244,920.00 for the provision of advocacy services to non-custodial parents; and

WHEREAS, the budget period for this grant contract is July 1, 2009 through June 30, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the grant contract with the Department of Human Services is hereby approved.

BE IT FURTHER RESOLVED, that the acceptance and expenditures of the grant funds in the amount of $244,920.00 is hereby approved.

BE IT FURTHER RESOLVED that he FY 2009/2010 Operating Budget of the Juvenile Court of Memphis and Shelby County is hereby amended and funds appropriated per Exhibit A which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Position Control Budget is hereby amended as per Exhibit B, which is attached hereto and incorporated hereinto by this reference as if fully set forth herein.

BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the heretofore-referenced contract on behalf of Shelby County Government, executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, that the Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants in an amount not to exceed $244,920.00 for the purposes contained in this resolution and to take proper credit in their accounting therefor.

_____
A C Wharton Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

EXHIBIT A

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

BUDGET AMENDMENT - ADVOCATE GRANT

JULY 1, 2009 - JUNE 30, 2010

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	ADJUST-MENT	BUDGET AS AMENDED
FUND/ORG: 552-706153				
JUVENILE COURT CHILD SUPPORT				
4330	STATE GRANTS	0	(244,920)	(244,920)
5102	SALARIES & LABOR	0	183,210	183,210
5254	OVERTIME PAY		10,754	10,754
	SALARIES	0	193,964	193,964
5510	RETIREMENT SYSTEM CO A	0	13,283	13,283
5511	OPEB	0	13,741	13,741
5516	MEDICARE COVERAGE - MQFE	0	2,657	2,657
5520	GROUP LIFE INSURANCE	0	1,246	1,246
5543	CIGNA INSURANCE	0	13,655	13,655
5560	LONG TERM DISABILITY	0	2,931	2,931
5591	OJI EXPENSE	0	2,840	2,840
5592	UNEMPLOYMENT COMP	0	603	603
	FRINGE BENEFITS	0	50,956	50,956
	Net Operations	0	0	0
FUND/ORG: 037-706151				
JUVENILE COURT CHILD SUPPORT				
5102	SALARIES & LABOR	3,643,788	(183,210)	3,460,578
5510	RETIREMENT SYSTEM CO A	264,175	(13,283)	250,892
5511	OPEB	273,284	(13,741)	259,543
5516	MEDICARE COVERAGE - MQFE	53,787	(2,657)	51,130
5520	GROUP LIFE INSURANCE	24,778	(1,246)	23,532
5543	CIGNA INSURANCE	286,920	(13,655)	273,265
5560	LONG TERM DISABILITY	58,301	(2,931)	55,370
5591	OJI EXPENSE	57,497	(2,840)	54,657
5592	UNEMPLOYMENT COMP	12,204	(603)	11,601
	FRINGE BENEFITS	1,030,946	(50,956)	979,990
5635	LAPSE RESTRICTION	(1,208,371)	234,166	(974,205)
	Net Operations	3,466,363	0	3,466,363

EXHIBIT B

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

POSITION CONTROL BUDGET AMENDMENT - ADVOCATE GRANT

JULY 1, 2009 - JUNE 30, 2010

POSITION NO	NAME	JOB TITLE	STATUS	%	FUND/ORG	SALARY PAY PERIOD	SALARY ANNUAL
070104	D. Walker	Supervising Attorney	Permanent, FT	90%	552-706153	3,454.50	82,909
080149	M. Jones	Attorney	Permanent, FT	90%	552-706153	3,123.49	74,964
080153	K. Lewis	Admin Tech	Permanent, FT	90%	552-706153	1,055.68	25,337
	DHS Funding for IV-D Portion of Operations, Per Pay Period					7,633.67	
	DHS Funding for IV-D Portion of Operations, Per Year						183,210
070104	D. Walker	Supervising Attorney	Permanent, FT	90%	037-706151	-3,454.50	-82,909
080149	M. Jones	Attorney	Permanent, FT	90%	037-706151	-3,123.49	-74,964
080153	K. Lewis	Admin Tech	Permanent, FT	90%	037-706151	-1,055.68	-25,337
	County Funding, Per Pay Period					-7,633.67	
	County Funding, Per Year						-183,210
	PCB Component Remaining in Fund 037-706151						
070104	D. Walker	Supervising Attorney	Permanent, FT	10%	037-706151	383.83	9,212
080149	M. Jones	Attorney	Permanent, FT	10%	037-706151	347.05	8,329
080153	K. Lewis	Admin Tech	Permanent, FT	10%	037-706151	117.30	2,815
	County Funding, Per Pay Period					848.18	
	County Funding, Per Year						20,356

FRINGE BENEFIT CALCULATIONS - Maintenance Level
FY10 Maintenance Level Budget (Form PCB-3)

Fund-Org #: _____ **Cost Center #** _____ **Date:** _____

Instructions: ***Fringe Benefits will be calculated automatically on this form for any FY10 salary changes listed on PCB-1 for Permanent/Durational or Temporary employees. Health insurance does not change for salary adjustments - only for new positions requested on PCB-6 for Increase Levels.***

PCB-1	ACCOUNT 5102 - PERMANENT OR DURATIONAL EMPLOYEES					Pension	OPEB	FICA	MQFE	Group Life	LTD	OJI	Unemploy	Total	
	Position Number	Position Title	# of Positions	Salary Change	Health Insurance	7.250% 5510	7.500% 5511	6.200% 5515	1.450% 5516	0.680% 5520	1.600% 5560	1.550% 5591	0.329% 5592	Fringe Cost	TOTAL
1)		3 positions		183,210	13,656	13,283	13,741	N/A	2,657	1,246	2,931	2,840	603	50,956	234,166
2)						0	0	N/A	0	0	0	0	0	0	-
3)															-
4)															-
5)						0	0	N/A	0	0	0	0	0	0	-
6)						0	0	N/A	0	0	0	0	0	0	-
7)						0	0	N/A	0	0	0	0	0	0	-
8)						0	0	N/A	0	0	0	0	0	0	-
9)						0	0	N/A	0	0	0	0	0	0	-
10)						0	0	N/A	0	0	0	0	0	0	
11)						0	0	N/A	0	0	0	0	0	0	
12)						0	0	N/A	0	0	0	0	0	0	
	TOTAL PERMANENT:		0	183,210	N/A	13,283	13,741	N/A	2,657	1,246	2,931	2,840	603	50,956	234,166

PCB-1 TEMP	ACCOUNT 5109 - TEMPORARY EMPLOYEES					5510	5511	5515	5516	5520	5560	5591	5592	TOTAL
1)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
2)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
3)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
4)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
5)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
	TOTAL TEMPORARY:		0	-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0

GRAND TOTAL:	0	183,210	N/A	13,283	13,741	0	2,657	1,246	2,931	2,840	603	50,956

SPLIT POSITION WORKSHEET - 2 Cost Centers

Position	Total				Current Split			Revised Split		
Number	Budget	Fund	Section	Center	% Split	Allocation		Change	Allocation	%
70104	92,120	552	706153		0.0%	0		90.0%	82,908	90.0%
		37	706151		100.0%	92,120		10.0%	9,212	10.0%
				TOTAL	**100.0%**	**92,120**		**100.0%**	**92,120**	**100.0%**

Position	Total				Current Split			Revised Split		
Number	Budget	Fund	Section	Center	% Split	Allocation		Change	Allocation	%
80149	83,293	552	706153		0.0%	0		90.0%	74,964	90.0%
		37	706151		100.0%	83,293		10.0%	8,329	10.0%
				TOTAL	**100.0%**	**83,293**		**100.0%**	**83,293**	**100.0%**

Position	Total				Current Split			Revised Split		
Number	Budget	Fund	Section	Center	% Split	Allocation		Change	Allocation	%
80153	28,152	552	706153		0.0%	0		90.0%	25,337	90.0%
		37	706151		100.0%	28,152		10.0%	2,815	10.0%
				TOTAL	**100.0%**	**28,152**		**100.0%**	**28,152**	**100.0%**

TOTAL	552	706153		183,209
	37	706151		20,357
				203,565

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
MEMPHIS & SHELBY COUNTY JUVENILE COURT

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Shelby County Government on behalf of Memphis & Shelby County Juvenile Court, hereinafter referred to as the "Grantee," is for the provision of advocacy services to Non-custodial parents, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 62-6000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The Grantee shall implement a program to provide advocacy services to Non-custodial Parents (NCP's) in Tennessee's 30th Judicial District.

A.3. The Grantee shall assist NCP's with the following actions to assist needy families so that children can be cared for in their own homes:

- Petitions to establish paternity and / or child support
- Petitions to enforce child support orders
- Petitions and / or motions to modify child support orders

A.4. The Grantee shall assist NCP's with the following actions to encourage the formation and maintenance of two-parent relationships with the child:

- Petitions to award or modify custody
- Petitions to establish or modify visitation
- Petitions to enforce visitation

A.5. The Grantee shall provide quarterly reports to include, at a minimum, a count of NCP's served during the reporting quarter, and a count and description of successful outcomes associated with A.3 and A.4. The Grantee shall submit these reports within Fifteen (15) business days of the end of the reporting quarter.

A.6. The Grantee shall, if requested, ensure that key personnel attend any meetings sponsored by the State.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Forty-Four Thousand Nine Hundred Twenty Dollars and No Cents ($244,920.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not

limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Charles Bryson
Department of Human Services
Child Support Services
400 Deaderick Street, 12th Floor
Nashville, TN 37243-1403

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

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Human Services, Division of Child Support Services;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

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

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

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and

(2) not include any reimbursement requests for future expenditures.

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

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

e. The Grantee shall submit invoices within Forty-Five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. Invoices submitted more than Forty-Five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within Forty-Five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

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

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

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

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

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least One Hundred Fifty (150) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general,

special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

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

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

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

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

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

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing

standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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

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

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

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

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

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

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

The State:

Ken Hall
Department of Human Services
400 Deaderick Street
Citizens Plaza Building – 12th Floor
Nashville, TN 37243-1403
ken.hall@tn.gov
Telephone # (615) 313-5208
FAX # (615) 532-2791

The Grantee:

Larry Scroggs
Memphis & Shelby County Juvenile Court
616 Adams Avenue
Memphis, TN 38105
scroggs-l@shelbycountytn.gov
Telephone # (901) 405-8518
FAX # (901) 405-8839

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

E. 5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E. 6. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E. 7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be

subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E. 8. Confidentiality of Records. The Grantee agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Section 71-1 -13 1, Section 71 -3 -119 and all other applicable State and Federal law a n d regulations).

E. 8.a. All material and information provided to the Grantee by the State or acquired by the Grantee on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

E. 8.b. The Grantee further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Grant Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding, conducted pursuant to this Grant Contract. The Grantee agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section.

E. 8.c. The safeguards so provided shall also prohibit disclosure to any legislator, legislative or other committee or legislative body, of any information which identifies by name or address any such applicant or recipient, except as otherwise permitted by law.

E. 8.d. The Grantee agrees that any Federal or State tax related information will be treated as confidential, and will be used solely for purposes of administering the child support program, unless otherwise required by law .

E. 8.e. It shall be the Grantee's responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with State policy and Federal regulations pertaining to the destruction of private or confidential data.

E. 8.f. The Grantee's obligations under this section do not apply to information; in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

E. 8.g. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

MEMPHIS & SHELBY COUNTY JUVENILE COURT:

5/29/09

LARRY SCROGGS, CHIEF ADMINISTRATIVE OFFICER **DATE**

SHELBY COUNTY GOVERNMENT:

A. C. WHARTON, JR., MAYOR DATE

APPROVED AS TO FORM:

ASST. COUNTY ATTORNEY / CONTRACT ADMINISTRATOR DATE

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION DATE

COMPTROLLER OF THE TREASURY DATE

ATTACHMENT A
GRANT BUDGET
(GRANT BUDGET PAGE 1)

GRANTEE:	SHELBY CO. GOVERNMENT ON BEHALF OF MEMPHIS & SHELBY CO. JUVENILE CO
PROGRAM NAME:	CHILD SUPPORT ENFORCEMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period

BEGINNING:	July 1, 2009	ENDING:	June 30, 2010

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	$183,210.00	$0.00	$183,210.00
2	Benefits & Taxes	$61,710.00	$0.00	$61,710.00
4, 15	Professional Fees/Grant & Awards [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	GRAND TOTAL	$244,920.00	$0.00	$244,920.00

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

[2] Applicable detail attached if line-item is funded.