**SHELBY COUNTY BOARD OF COMMISSIONERS**
**AGENDA ROUTE SHEET**

Referred to Commission Committee (name) Community Services

For Commission Action on (date) August 17, 2009

RESOLUTION AMENDING THE FY 2010 OPERATING BUDGET FOR A GRANT FROM THE STATE OF TENNESSEE IN THE AMOUNT OF $160,965.00 FOR A COLLABORATIVE REENTRY INITIATIVE WITH THE SHELBY COUNTY DIVISION OF CORRECTIONS AND THE SHELBY COUNTY SHERIFF'S OFFICE FOR THE PERIOD OF JULY 1, 2009 THROUGH JUNE 30, 2011. THIS ITEM REQUIRES EXPENDITURE OF STATE RECOVERY ACT GRANT FUNDS IN THE AMOUNT OF $160,965.00. SPONSORED BY COMMISSIONER GEORGE FLINN.

**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: $_____: County CIP Funds: $_____

State Grant Funds: $ 160,965.00 : State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

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

**Originating Department:** Community Services

**APPROVAL:**

| | (Type your name & phone #.) | (Initials) | (Date) |
|---|---|---|---|
| Dept. Head: | | | |
| Elected Official: | | | |
| Division Director: | Pottie Jones 545-4274 | | 08/06/09 |
| CIP – A&F Director: | | | |
| Finance Dept.: | **James F. Huntzicker 545-4514** | | 8/6/09 |
| County Attorney: | | | 8-6-09 |
| CAO/Mayor: | **James F. Huntzicker 545-4514** | | 8/6/09 |

Item # _____

Prepared by: Dottie Jones

Approved by: Felisa N. Cox
County Attorney

RESOLUTION AMENDING THE FY 2010 OPERATING BUDGET FOR A GRANT FROM THE STATE OF TENNESSEE IN THE AMOUNT OF $160,965.00 FOR A COLLABORATIVE REENTRY INITIATIVE WITH THE SHELBY COUNTY DIVISION OF CORRECTIONS AND THE SHELBY COUNTY SHERIFF'S OFFICE FOR THE PERIOD OF JULY 1, 2009 THROUGH JUNE 30, 2011. THIS ITEM REQUIRES EXPENDITURE OF STATE RECOVERY ACT GRANT FUNDS IN THE AMOUNT OF $160,965.00. SPONSORED BY COMMISSIONER GEORGE FLINN.

**WHEREAS**, The Shelby County Government was awarded a grant in the amount of $321,930.00 from the State of Tennessee Office of Criminal Justice Programs to create a collaborative reentry initiative with the Shelby County Division of Corrections and the Shelby County Sheriff's Office; and

**WHEREAS**, The grant term is from July 1, 2009 through June 30, 2011 and it is necessary to amend the FY 2010 Operating Budget in the amount of $160,965.00 for the period through June 30, 2010; and

**WHEREAS**, The remaining funds for the period of July 1, 2010-June 30, 2011 will be budgeted contingent upon the approval of funds for future years by the Board of County Commissioners; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE**, That the FY 2010 Operating Budget is hereby amended to expend State of Tennessee grant funds in the amount of $160,965.00 per Exhibit A which is attached 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 herein as if fully set forth herein.

**BE IT FURTHER RESOLVED**, That the Mayor and the Director of Administration and Finance are hereby authorized to transfer grant funds between and within the Personnel and Operations & Maintenance categories for the Sheriff and the Division of Corrections for this grant in order to reflect any grantor approved budget modifications.

**BE IT FURTHER RESOLVED**, That the County Mayor is hereby authorized to execute any and all documents necessary to comply with the with the terms and conditions for awarding and acceptance of the aforementioned grant funds.

**BE IT FURTHER RESOLVED**, That the County Mayor and Director of Administration and Finance be and are hereby authorized to issue their warrant or warrants to the extent of appropriations made in this resolution, pursuant to the terms and conditions of said grant, and to take proper credit in their accounting therefore.

_____
A C Wharton, Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

## SUMMARY

### I. Description of Item

This resolution amends the FY 2010 Operating Budget to expend state Recovery Act grant funds from the State of Tennessee in the amount of $160,965.00 for a reentry collaborative between the Shelby County Division of Corrections and the Shelby County Sheriff's Office.

The proposed re-entry program has been developed in accordance with the SCDOC 3R Project (Rehabilitate, Renew and Reconnect). The program will focus on an underserved population of female defendants at both the Shelby County Division of Corrections and the Shelby County Jail by employing three new reentry positions: a Reentry Coordinator to work with female detainees at the Shelby County Jail; a Program Coordinator employed by the Shelby County Division of Corrections to work with female inmates; and a Case Manager employed with the Shelby County Division of Corrections to coordinate and monitor post-release activities and progress.

### II. Source and Amount of Funding

A. This grant in the amount of $321,930 is a Recovery Act grant administered by the State of Tennessee Office of Criminal Justice Programs. The FY 2010 budget is being amended to expend $160,965.00 and the remaining funds will be included in the FY 2011 budget.

### III. Contract Items

A. Grant agreement from the State of Tennessee.
B. Terms- See attached grant.

### IV. Additional Information Relevant to the Approval of this Item

Administration recommends approval of this item.

EXHIBIT A
SHELBY COUNTY GOVERNMENT
BUDGET AMENDMENT
FY2010

**State of Tennessee OCJP ARRA Reentry Grant**

| ACCT NO | DESCRIPTION | CURRENT BUDGET | ADJUSTMENT | BUDGET AS AMENDED |
|---|---|---|---|---|
| 800-630301 | OCJP ARRA Reentry Grant | | | |
| 4333 | Grants-Federal Thru State Stimulus | $0 | ($40,591) | ($40,591) |
| 5102 | Salary and Labor | $0 | $27,245 | $27,245 |
| 5510 | Retirement Benefits | $0 | $1,975 | $1,975 |
| 5511 | OPEB Benefits | $0 | $2,043 | $2,043 |
| 5516 | MQFE | $0 | $395 | $395 |
| 5520 | Group Life | $0 | $185 | $185 |
| 5543 | Cigna Health Insurance | $0 | $7,800 | $7,800 |
| 5560 | Long Term Disability | $0 | $436 | $436 |
| 5591 | On-Job-Injury Benefit Expense | $0 | $422 | $422 |
| 5592 | Unemployment Compensation Benefit | $0 | $90 | $90 |
| | | - | $0 | - |
| 800-350149 | OCJP ARRA Reentry Grant | | | |
| 4333 | Grants-Federal Thru State Stimulus | $0 | ($120,374) | ($120,374) |
| 5102 | Salary and Labor | $0 | $54,750 | $54,750 |
| 5254 | Overtime Pay | $0 | $41,624 | $41,624 |
| 5510 | Retirement Benefits | $0 | $3,970 | $3,970 |
| 5511 | OPEB Benefits | $0 | $4,106 | $4,106 |
| 5515 | Social Security Benefit | $0 | $0 | $0 |
| 5516 | MQFE | $0 | $794 | $794 |
| 5520 | Group Life | $0 | $372 | $372 |
| 5543 | Group Health Insurance | $0 | $12,853 | $12,853 |
| 5560 | Long Term Disability | $0 | $876 | $876 |
| 5591 | On-Job-Injury Benefit Expense | $0 | $849 | $849 |
| 5592 | Unemployment Compensation Benefit | $0 | $180 | $180 |
| | | - | $0 | - |

Exhibit B

Shelby County Government
Position Control Budget
FY 2010

**State of Tennessee OCJP ARRA Reentry Grant**

| POSITION NUMBER | JOB TITLE | STATUS | CURRENT BUDGET | ADJUSTMENT | REVISED BUDGET |
|---|---|---|---|---|---|
| **800-630301 OCJP ARRA Reentry Grant** | | | | | |
| TBD | Re-Entry Coordinator | Full-Time Durational | - | 27,245.00 | 27,245.00 |
| TOTAL | | | | | 27,245.00 |

Per Pay Period

| POSITION NUMBER | JOB TITLE | STATUS | CURRENT BUDGET | ADJUSTMENT | REVISED BUDGET |
|---|---|---|---|---|---|
| TBD | Re-Entry Coordinator | Full-Time Durational | - | 1,513.60 | 1,513.60 |

| | | | | | |
|---|---|---|---|---|---|
| **800-350149 OCJP ARRA Reentry Grant** | | | | | |
| TBD | Program coordinator | Full-Time Durational | - | 26,250.00 | 26,250.00 |
| TBD | Case Manager | Full-Time Durational | - | 28,500.00 | 28,500.00 |
| TOTAL | | | | | 54,750.00 |

Per Pay Period

| POSITION NUMBER | JOB TITLE | STATUS | CURRENT BUDGET | ADJUSTMENT | REVISED BUDGET |
|---|---|---|---|---|---|
| TBD | Program coordinator | Full-Time Durational | - | 1,458.33 | 1,458.33 |
| TBD | Case Manager | Full-Time Durational | - | 1,583.33 | 1,583.33 |

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The State of Tennessee's Enterprise Resource Plannir

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My Page | HR | ELM | Finance | Procurement | Logistics

Welcome. Torrance T

New Window | Help | Customize Page | http

## Payables Options

| | | | |
|---|---|---|---|
| SetID: | SHARE | Location: | MEMPHI-029 |
| Vendor ID: | 0000000044 | Description: | MEMPHIS |
| Short Vendor Name: | SHELBY COU-002 | | |
| Name 1: | Shelby County | | |

3840

Expand All | Collapse All

### Invoicing

| | | | |
|---|---|---|---|
| Vendor: | 0000000044 | SHELBY COU-002 | |
| Address: | 31 | Search | C62600084147<br>State Grant Programs<br>Memphis, TN 38103 |
| Location: | MEMPHI-029 | MEMPHIS | |

### Remitting

| | | | |
|---|---|---|---|
| Vendor | 0000000044 | SHELBY COU-002 | |
| Address: | 31 | Search | C62600084147<br>State Grant Programs<br>Memphis, TN 38103 |
| Location: | MEMPHI-029 | Description: MEMPHIS | |

Summary | Identifying Information | Address | Contacts | Location | Debarment Criteria

SetID: SHARE — Vendor Address Search

Vendor: 0000000044 Short Vendor Name: SHELBY COU-002 Name: Shelby County

Vendor Address — Find | View All — First 31 of 57

Address ID: 31 Synchronizations Legacy Id

Description: C62600084147 Addr Type: Correspondence

Details — Find | View All — First 1 of 1

Effective Date: 01/01/1901

Status: Active

Address 1: United States State Grant Programs

Address 2: Finance Dept

Address 3: 160 North Main St,Ste 1150

Room #: Room Quadrant:

City: Memphis

County: Postal: 38103

State: TN Tennessee

Email ID:

Payment/Withholding Alt Names

### Additional Payables Options

#### Payment Control

Pay Group:

Delay Days:

Default Discount: 0 Net: 0

- Hold Payment
- Always take discount
- Factoring
- Complex Routing
- Separate Payment
- Apply Netting

#### Bank Flag

| | | |
|---|---|---|
| Bank Options: | Specify | |
| Bank: | 00001 | AmSouth |
| Account: | 1000 | AP ACH's |
| Currency: | USD | Dollar |
| Rate Type: | CRRNT | CRRNT |

#### Draft Processing Control

| | |
|---|---|
| Draft Sight: | |
| Default | |
| Draft Rounding: | Do Not Use |
| Rounding Position: | |
| Remaining Amount Action: | Do not issue Draft |
| Payment Method: | CHK Check |
| Draft Optimize: | Do Not Use |
| Max Number of Drafts: | |

#### Additional Payment Information

| | |
|---|---|
| Payment Method: | Specify Electronic Funds Transfer |
| Layout Option | Use Bank Account Default |
| Layout | |
| Handling Options: | Default |
| Handling: | |
| Reschedule ID: | |

#### Document Sequencing Type

Doc Type: Default

#### Holiday Processing Options

ARRA

RECEIVED
2009 JUL 9 PM 12 14
F & A
BUSINESS & FINANCE

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF RESOURCE DEVELOPMENT AND SUPPORT
OFFICE OF CRIMINAL JUSTICE PROGRAMS
William R. Snodgrass Tennessee Tower
312 Rosa L Parks Avenue, Suite 1200
Nashville, Tennessee 37243

Dave Goetz
COMMISSIONER

Fax: (615) 532-2989

Pat Dishman
DIRECTOR

# MEMORANDUM

**TO:** **Chuck Holland, Budget Analyst Coordinator**

**From:** PBD **Patricia B. Dishman, Director**
**OFFICE OF CRIMINAL JUSTICE PROGRAMS**

**DATE:** **July 7, 2009**

**SUBJECT:** **Distribution of Federal Grant Funds**

OCJP respectfully requests the enclosed completed contract be entered into the Edison system.

Grant Award Type: **JAGARRA**

Authorized Agency **Shelby County Government** Reentry Initiative

Requisition #:

County Location: **79000**

Category #: **952-20**

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

For questions or assistance regarding this contract, please contact me or Program Manager **Daina Moran** at **615-253-8758**.

# GRANT

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

| | |
|---|---|
| **Agency Tracking #** N/A | **Edison ID** 3840 |
| **Grantee (legal entity name)** Shelby County Government | **Grantee Federal Employer Identification #** ☒ C- 62-6000841 |
| **Service** JAGARRA | |

| **Grant Begin Date** | **Grant End Date** | **Subrecipient or Vendor** | **CFDA #(s)** |
|---|---|---|---|
| 7/1/2009 | 6/30/2011 | ☒ Subrecipient<br>☐ Vendor | 16.803 |

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2010 | | $160,965.00 | | | $160,965.00 |
| 2011 | | $160,965.00 | | | $160,965.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | $321,930.00 | | | $321,930.00 |

— OCR Use —

**Agency Contact & Telephone #**

Daina Moran
615-253-8758

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

Maureen Oakley

| **Speed Code** | **Account Code** |
|---|---|
| FA00001791 | 71301000 |

**DGA Number:**
**Grant # _____**

# GRANT CONTRACT
# BETWEEN THE STATE OF TENNESSEE,
# DEPARTMENT OF FINANCE AND ADMINISTRATION
# OFFICE OF CRIMINAL JUSTICE PROGRAMS
# AND
# SHELBY COUNTY GOVERNMENT

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Shelby County Government, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the American Recovery and Reinvestment Act of 2009 Byrne Justice Assistance Grant, 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 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 http://www.state.tn.us/finance/rds/ocjp.htm and in any correspondence from the Office of Criminal Justice Programs.

A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at http://www.state.tn.us/finance/rds/ocjp.htm. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.

A.5. The 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 Multi-jurisdictional Drug Task Forces, Pre-trial Service Delivery, Victim Witness and Victim Services Programs, Criminal Justice Professional Enhancement Training, Community Crime Prevention, Correctional Programming, Drug Courts, or Criminal Justice Information Systems. 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 of the Department of Finance and Administration. 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 annual reporting of output and outcome data on their projects to OCJP using the report forms available for their particular OCJP priority area.

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

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

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

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

**B. GRANT CONTRACT TERM:**

B.1. This Grant Contract shall be effective for the period commencing on 7/1/2009 and ending on 6/30/2011. 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 **three hundred twenty-one thousand nine hundred thirty and 00/100** ($321,930.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A-1 for fiscal year 09-10, and Attachment A-1 for fiscal year 10-11, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

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

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

(1) Invoice/Reference Number (assigned by the Grantee);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee 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 an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

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:

Daina Moran, Grant Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1200
Nashville, TN 37243-1102
Email: Daina.Moran@tn.gov
Telephone: 615-253-8758
Fax: 615-532-2989

The Grantee:

Andrew Taber, Director
Shelby County Division of Corrections
1045 Mullins Station Road
Memphis, TN. 38134
Email: andrew.taber@shelbycountytn.gov
Telephone: 901-377-4502
Fax: 901-377-4699

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

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

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

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

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

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a

contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

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

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

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

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

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Fund source, State grant number, or other applicable fund source identification;

f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

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

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

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

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

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

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

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

E.7. Federal Economic Stimulus Funding. This Grant Contract requires the Grantee to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Grantee provides information to the State as required.

The Grantee (and any subcontractor) shall comply with the following:

a. Federal Grant Award Documents, as applicable.

b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/ , as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/ .

c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov ).

d. The subrecipient Grantee, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.

e. The Recovery Act, including but not limited to the following sections of that Act:

(1) Section 1604 – Disallowable Use. No funds pursuant to this Grant Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(2) Section 1512 – Reporting and Registration Requirements.
- i. The Grantee must report on use of Recovery Act funds provided through this Grant Contract. Information from these reports will be made available to the public.
- ii. The subrecipient Grantee must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Grant Contract funded with Recovery Act funds.

(3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Grant Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall

be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Grantee and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902 – Access Of Government Accountability Office. The Grantee shall provide that the Comptroller General and his representatives are authorized:

i. to examine any records of the Grantee or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Grant Contract or a subcontract; and

ii. to interview any officer or employee of the Grantee or any of its subcontractors regarding such transactions.

(5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Grant Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

i. to examine any records, of the Grantee or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Grant Contract; and

ii. to interview any officer or employee of the Grantee or any subcontractors regarding such transactions.

(7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Grant Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Grant Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Grant Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work

unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

f. The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

g. If the Grantee enters into one or more subcontracts for any of the services performed under this Grant Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.7., "Federal Economic Stimulus Funding."

**IN WITNESS WHEREOF,**

**SHELBY COUNTY GOVERNMENT:**

6/30/09

**GRANTEE SIGNATURE** **DATE**

A C Wharton, Jr. Mayor

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

M. D. Goetz Jr. /pbl

7/2/09

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

# Office of Criminal Justice Programs

## 2009-2011 Application for Funding
## ATTACHMENT "A"
### Byrne JAG

| 1. Name and Address of Applicant: | 2. Implementing Agency: |
|---|---|
| Shelby County Government<br>160 North Main, Suite 850<br>Memphis TN 38103 | Shelby County Division of Corrections<br>1045 Mullins Station Road<br>Memphis TN 38134 |

3. OCJP ARRA Priority: Reentry Program (Byrne JAG funded)

4. Project Title: Shelby County Reentry Initiative

| 5. Begin Date: 7/1/2009 | 6. End Date: 6/30/2011 |
|---|---|

7. Federal ID #: 62-6000841

| 8. Authorized Official: | Phone: | 8.a. E-mail Address: |
|---|---|---|
| Mayor A C Wharton, Jr.<br>160 North Main, Suite 850<br>Memphis TN 38103 | 901-545-4500<br>Fax:<br>901-545-3796 | ac.wharton@shelbycountytn.gov |

| 9. Project Director: | Phone: | 9.a. E-mail Address: |
|---|---|---|
| Director Andrew Taber<br>1045 Mullins Station Road<br>Memphis TN 38134 | 901-377-4502<br>Fax:<br>901-377-4699 | andrew.taber@shelbycountytn.gov |

| 10. Fiscal Director: | Phone: | 10.a. E-mail Address: |
|---|---|---|
| Director Dorothy D Jones<br>160 North Main Street, Suite 801<br>Memphis TN 38103 | 901-545-4576<br>Fax:<br>901-545-3796 | dottie.jones@shelbycountytn.gov |

| 11. County or Counties in Which Project Will Operate: | 11.a. Total Population: |
|---|---|
| Shelby | 906,825 |

| 11.b. Age group of target population: | 12. U.S. Congressional Districts |
|---|---|
| over 18 | TN 07, 08, 09 |

13. List all federal and state grants that your agency currently receives

Shelby County Sheriff's Office Grantor; Title (Amount) U. S. Dept. of Justice, Office of Violence Against Women; ARREST Grant ($254,046) Tennessee Department of Finance and Administration; Byrne Grant - School Resource Deputy Initiative ($300,000) U. S. Dept. of Justice, Office of Community Oriented Policing; COPS - Secure Our Schools ($955,992) U.S. Dept. of Justice, Office of Violence Against Women; Elderly and Disabled Abuse Training Grant ($16,500) Governor's Highway Safety Office; GHSO Metro DUI ($142,957) Governor's Highway Safety Office; GHSO Network Coordinator ($19,970) Governor's Highway Safety Office; GHSO Police Traffic Services ($152,073) Governor's Highway Safety Office; GHSO West Tennessee Child Passenger Safety

# ATTACHMENT A - PROJECT NARRATIVE

Application ID: **231** Grant Type: **Reentry Program (Byrne JAG funded)**

ImplAgencyName: **Shelby County Division of Corrections** Program Title: **Shelby County Reentry Initiative**

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## a. Needs, Gaps, Problems

Memphis ranks 21st in the nation among cities with a population of 250,000 or greater, but 3rd in violent crime, 2nd in aggravated assault, 1st in property crime, 1st in larceny-theft, and 4th in robbery (FBI Crime Report, 2007). The high crime rate fills correctional institutions with inmates who, upon release and without appropriate re-entry assistance, experience a recidivism rate of 80% (Shelby County Sheriff's Office). Data collected from the Shelby County Sheriff's Office (SCSO) for 2009 shows an average of 4,441 defendants per month were received into this pretrial facility, a 12.5% increase over the previous year. The Shelby County Division of Corrections (SCDOC) serves the State Department of Corrections and the Shelby County judicial systems and averages 3,000 inmates, approximately 80-85% of whom have prior convictions. Approximately 7,200 individuals are released annually; of those, approximately 720 (10%) are female. The Shelby County Sheriff's Office reports a similar percentage of female detainees. The proposed re-entry program outlined herein has been developed in accordance with the SCDOC 3R Project (Rehabilitate, Renew and Reconnect). The existing re-entry program begins at intake. Inmates are first assessed for purposes of classification and needs through a locally developed assessment instrument with the assistance of the Shelby County Sheriff's Office Re-entry Coordinator who would have assisted in assessing and identifying eligible women for the re-entry program. Eligible participants will have no aggravated sexual charges, no disciplinary convictions within the last 90-days and will adhere to all program requirements. Participation is voluntary. Currently the Shelby County Jail has no formal reentry program, with the exception of the jail mental health unit that seeks to aid mentally ill defendants by giving them medication and access to community resources that will assist them with reentry into society. This application seeks to provide a solution for an underserved population of female defendants at both the Shelby County Division of Corrections and the Shelby County Jail by employing three new reentry positions: a Reentry Coordinator to work with female detainees at the Shelby County Jail; a Program Coordinator employed by the Shelby County Division of Corrections to work with female inmates; and a Case Manager employed with the Shelby County Division of Corrections to coordinate and monitor post-release activities and progress.

## b. Priority Activities

The Reentry Coordinator employed with the Shelby County Sheriff's Office will work to identify female defendants to participate in a reentry program as well as provide assessments of the respective candidates transferred to the Shelby County Corrections facility. The SCSO will work to provide a pipeline of defendants who will receive training on anger management, life skills, coping skills and problem-solving as reflected in Activity D. Additionally, the SCSO will work to provide for the transfer of information between the jail and the corrections facility and lay the ground work for the development of a written Aftercare or Reentry Plan with links to housing/shelter, employment services, basic life needs, mental health services, support groups, substance abuse treatment services, domestic violence services, medical services and a means of contacting the probation officer as outlined in section G. The Program Coordinator employed with the Shelby County Division of Corrections will work to recruit 75 female inmates in 3 cohorts of 25 to participate in the re-entry program. At the time of entry a Level of Service/Case Management Inventory (LS/CMI), a validated risk assessment instrument, will be administered to plan re-entry upon release. The participants will receive 12 weeks of classroom instruction i.e. "Moving On" a re-entry curriculum that focuses on behavior modification and life skills, Fannie Mae (money management) and Job Readiness training. In addition the program coordinator will work with our established partner Seedco, a national nonprofit organization dedicated to assisting low-wage workers and their families to provide assistance through "EarnBenefits." EarnBenefits is a program designed to assist clients in receiving benefits such as housing, utility payments, TennCare (Health insurance), Food

Stamps and Families First (an assistance program covering a wide range of benefits.) These services will be administered during incarceration and ready to utilize upon re-entry for the participants. The Case Manager employed with the Shelby County Division of Corrections will coordinate and monitor the implementation, participation and delivery of services designed to meet the specific needs of inmates from the date of enrollment into the program throughout the re-entry transition and stabilization in the community. The case manager will be responsible for measuring the inmate's risks, needs, strengths and working with parole, probation, social service providers (housing, transportation, employment, healthcare, social security, etc.), the inmate's network of community supports and mentors to assure continued success. Facilitate community and faith-based linkages for long-term sustainability.

**c. Impact on Needs, Gaps, and Problems**

The employment of three full-time reentry staff members will help both facilities accomplish the implementation of a collaborative program for women that starts the reentry process upon incarceration at the jail and continues through the transfer of individuals and information between the two facilities.

**d. Positions**

Program Coordinator - Bachelors degree in social work or criminal justice. The program coordinator will have a minimum of 3 years in the social and/or behavior service field to include working in a correctional facility; in addition to classroom instruction and/or facilitation.

Case Manager - Master degree in counseling and/or social work; have a minimum of 3 years social/human services experience.
Position Title: Re-Entry Coordinator (SCSO) • Work to identify a specific population of inmates to participate in reentry programming. • Collect data for new cases including completing and maintaining documentation of Psycho-social assessments. • Make recommendations and work with various related agencies in exchanging information as required. • Lead group discussions to accommodate the needs of the group as required. • Lecture to therapy or counseling groups and monitor discussions. • Prepare evaluations and reports as required. • Perform other related duties as assigned or directed. Position Title: Program Coordinator (SCDOC) • Recruits and screens program participants, performs completion of intake and assessment forms • Manages and coordinates all classroom components of the program • Tracks classroom attendance and participant progress, assures participant compliance with program, SCDOC and classroom rules, regulations and reporting infractions to the proper authorities • Make recommendations and work with various related agencies in exchanging information as required. • Maintains program records • Perform other related duties as assigned or directed. Position Title: Case Manager (SCDOC) • Design and implementation of individualized re-entry plan • Facilitate the acquisition of primary and mental health care including substance abuse treatment required • Establish, reestablish, expand and strengthen relationships between inmates and their families when appropriate • Monitor inmate participation in therapy, peer support, mentoring, basic living skills, educational, motivational, and vocational and employment programs for successful advancement and/or completion • Facilitation of inmates' access to stable housing, transportation, identification and benefits upon release • Facilitate continuity of care planning (prior to release, prepare community-based health and treatment providers to ensure that no interruption of services occurs.) • Design and implement inmate supervision strategy (prioritize releasing authority terms and conditions for release to correspond to resources available and employ incentives to encourage compliance). •

Perform field duties and responsibilities (home and agency visits, meetings, conferences, workshops) as required • Perform other related duties as assigned or directed

**e. Economic Impact**

The current economy has had an impact on Shelby County Government. Shelby County Government has laid off staff and supported layoffs of adjacent agencies in order to cut the overall labor liability. Funding this program will help Shelby County ride the current economic front and help create an effective reentry program

**f. Performance Measures**

Shelby County Government will provide the Office of Criminal Justice Programs the Tennessee Department of Finance and Administration an Invoice for Reimbursement and all supporting documentation requested by the 5th day of each month following service provision. Performance and Outcome Measures will be collected by the SCSO and SCDOC, tracking participants who have: • Received reentry services; • Received GED services; • Received educational services facilitating Moral Reconation Therapy, "Thinking for Change" or "Moving On" curriculum; • Received training for job seeking, resume-writing, job retention skills; • Received training on anger management, life skills, coping skills and problem-solving; • Received training on parenting skills, self-esteem, family system dynamics and reunification planning; • Received therapeutic services for substance abuse, self-esteem or other mental health or co-occurring issues. • Number and percentage of participants who exited the project with a comprehensive written Aftercare/Re-Entry Plan; • Number and percentage of participants who earned a General Equivalency Diploma (GED); • Number and percentage of participants who complete the program with a job resume in hand; • Number and percentage of participants exiting the program who report, or their family members report, the participant increased his or her personal and family accountability during involvement with the program. • Number and percentage of participants six months after exiting the program who report, or their family members report, the participant increased his or her personal and family accountability since involvement with the program. • Number and percentage of participants who are employed six months after exiting the program. • Number and percentage of participants who were re-arrested while participating in the project under new charges or for violating the terms of release. • Number and percentage of participants who were re-arrested within twelve months of exiting the project under new charges or for violating the terms of release.

**g. Data Gathering**

As a recipient of this grant, the employee funded by this announcement will participate in both performance and outcome measurements tracked in Excel.

**Shelby County Division of Corrections**

Shelby County Reentry Initiative

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

| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY | GRANT CONTRACT | GRANTEE MATCH | TOTAL PROJECT |
|---|---|---|---|---|
| 1 | Salaries | 109,500 | 0 | 109,500 |
| 2 | Benefits and Taxes | 51,465 | 0 | 51,465 |
| 4, 15 | Professional Fee/Grant Award | 0 | 0 | 0 |
| 5 | Supplies | 0 | 0 | 0 |
| 6 | Telephone | 0 | 0 | 0 |
| 7 | Postage and Shipping | 0 | 0 | 0 |
| 8 | Occupancy | 0 | 0 | 0 |
| 9 | Equipment Rental and Maintenance | 0 | 0 | 0 |
| 10 | Printing and Publications | 0 | 0 | 0 |
| 11, 12 | Travel/Conferences and Meetings | 0 | 0 | 0 |
| 13 | Interest | 0 | 0 | 0 |
| 14 | Insurance | 0 | 0 | 0 |
| 16 | Specific Assistance To Individuals | 0 | 0 | 0 |
| 17 | Depreciation | 0 | 0 | 0 |
| 18 | Other Non-Personnel | 0 | 0 | 0 |
| 20 | Capital Purchases | 0 | 0 | 0 |
| 22 | Indirect Cost | 0 | 0 | 0 |
| 24 | In-Kind Expense | 0 | 0 | 0 |
| N/A | Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items) | | | |
| **25** | **GRAND TOTAL** | **160,965** | **0** | **160,965** |

**Shelby County Division of Corrections**

Shelby County Reentry Initiative



APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2010 and ending 6/30/2011

| POLICY 03 Object Line-Item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY | GRANT CONTRACT | GRANTEE MATCH | TOTAL PROJECT |
|---|---|---|---|---|
| 1 | Salaries | 109,000 | 0 | 109,000 |
| 2 | Benefits and Taxes | 51,456 | 0 | 51,456 |
| 4, 15 | Professional Fee/Grant Award | 0 | 0 | 0 |
| 5 | Supplies | 0 | 0 | 0 |
| 6 | Telephone | 0 | 0 | 0 |
| 7 | Postage and Shipping | 0 | 0 | 0 |
| 8 | Occupancy | 0 | 0 | 0 |
| 9 | Equipment Rental and Maintenance | 0 | 0 | 0 |
| 10 | Printing and Publications | 0 | 0 | 0 |
| 11, 12 | Travel/Conferences and Meetings | 0 | 0 | 0 |
| 13 | Interest | 0 | 0 | 0 |
| 14 | Insurance | 0 | 0 | 0 |
| 16 | Specific Assistance To Individuals | 0 | 0 | 0 |
| 17 | Depreciation | 0 | 0 | 0 |
| 18 | Other Non-Personnel | 0 | 0 | 0 |
| 20 | Capital Purchases | 0 | 0 | 0 |
| 22 | Indirect Cost | 0 | 0 | 0 |
| 24 | In-Kind Expense | 0 | 0 | 0 |
| N/A | Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by other budget line-items) | | | |
| **25** | **GRAND TOTAL** | **160,965** | **0** | **160,965** |