

CONTRACT

This contract (the "Contract") entered into this _____ day of _____, 2016 and between **SHELBY COUNTY GOVERNMENT**, hereinafter referred to as "COUNTY" and **THE UNIVERSITY OF TENNESSEE CENTER FOR HEALTH IN JUSTICE INVOLVED YOUTH ON BEHALF OF ITS HEALTH SCIENCE CENTER**, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY has received grant funding from the U. S. Department of Justice for the Defending Childhood Initiative - Network for Overcoming Violence and Abuse (NOVA); and

WHEREAS, the COUNTY has the need for the provision of professional services to implement the Defending Childhood Initiative – Network for Overcoming Violence and Abuse (NOVA); and

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, Shelby County Government approved CONTRACTOR as a single source vendor to provide said services on August 22, 2016, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

1. The CONTRACTOR shall abide by all special conditions outlined in the prime grant award Number 2011-MU-MU-K005, which is attached hereto as Exhibit "A-1."
2. The CONTRACTOR shall provide the services as outlined within the Scope of Work which is attached hereto as Exhibit "B" and incorporated herein by reference as if stated verbatim (the "Services").

II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence upon the execution of this Contract and continue through June 30, 2017.
3. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total not to exceed ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100 (\$155,000.00) Dollars (the "Fee") during the term of this Contract which shall include all reimbursable expenses.
4. The Fee shall be paid in accordance with the cost proposal on the attached Exhibit "C" and incorporated herein by reference as if stated verbatim (the "Budget").

5. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 29 of this Contract to the attention of Office of Early Childhood and Youth. The COUNTY shall pay such invoices within thirty (30) days of its receipt of said invoices.
6. CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in accordance with the generally accepted business practices and procedures of the CONTRACTOR.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. At COUNTY's written request, CONTRACTOR shall remove any employee from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract for CONTRACTOR's failure to provide the Services specified under this Contract if CONTRACTOR does not cure the failure within thirty (30) days of receipt of COUNTY's written notice of such failure.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date.
- d. Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any of its material obligations under this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of written notice of such a breach.
- e. In the event of termination of this Contract, COUNTY shall make payment for Services performed pursuant to this Contract as well as non-cancellable expenses properly incurred prior to the effective date of termination.

6. COMPENSATION FOR CORRECTIONS

Upon execution of this Contract, COUNTY represents that it has reviewed the design of the Services and approves of such design. If the design of the Services is later found to be deficient, COUNTY will provide written notice to CONTRACTOR and CONTRACTOR shall have thirty (30) days to resolve any such deficiency. If, at the conclusion of the thirty (30) day period the deficiency has not been resolved, COUNTY may terminate this agreement in accordance with Section 5 above.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR represents that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or contractor to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR represents that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to

permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

12. DISPUTE RESOLUTION

The Parties agree to negotiate in good faith to resolve any dispute concerning a question of fact in connection with the work.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. COUNTY is governed by the terms of the Tennessee Governmental Tort Liability Act, T.C.A. 29-20- 101 et seq. (“GTLA”), which limits the liability of COUNTY . The parties agree that COUNTY ’S responsibility for any claims arising from its own negligence, if any, is limited to the maximum amount of liability established by the GTLA.
- b. Any liability of the CONTRACTOR to COUNTY and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the CONTRACTOR under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.
- c. CONTRACTOR acknowledges and agrees that COUNTY is a governmental entity of the State of Tennessee and does not have the authority to indemnify another party without the express authorization of the Tennessee General Assembly. COUNTY acknowledges and agrees that CONTRACTOR is an educational corporate entity of the State of Tennessee and does not have the authority to indemnify another party without the express authorization of the Tennessee General Assembly.
- d. COUNTY’s liability shall be limited to the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, sections 29-20-101 *et seq.* COUNTY shall be liable for losses or damages, including attorney’s fees and cost of defense, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, resulting to, or resulting from the negligence of its employees, agents, servants, partners, principals or subcontractors. The parties expressly understand and agree that any insurance protections required by this Contract or otherwise provided shall in no way limit the responsibility of either party under this provision for its own negligence in the performance of this Contract.
- e. The parties shall immediately notify the other party of any claim or suit made or filed against either Party or its subcontractors regarding any matter resulting from or relating to performance of this Contract and will cooperate, assist and consult with the other party in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, represents, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added a term that is mutually agreed upon by the parties in writing through an appropriate amendment to this Contract.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date. Any funding listed as "Carryover" in Exhibit B will not be available for Contractor use until additional written permission is granted by Shelby County Government and funds have been approved by the State of Tennessee.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the CONTRACTOR's Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

26. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document both Parties understand and acknowledge that each is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the other Party due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

27. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and certifies that it is an educational corporate agency of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and, to CONTRACTOR's reasonable knowledge, will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

28. INSURANCE

- a. The CONTRACTOR is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain breach of contract and tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

29. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Office of Early Childhood and Youth
160 North Main, Suite 250
Memphis, Tennessee 38103
Attn.: Keisha Walker

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 950
Memphis, Tennessee 38103

VENDOR: The University of Tennessee
The Center for Health in Justice Involved Youth
910 Madison Avenue – Suite 200
Memphis TN 38105
Attn: Dr. Altha Stewart

With a copy to:

The University of Tennessee Health Science Center
Office of Research Administration
910 Madison, Suite 823
Memphis, TN 38163

30. DATA SECURITY

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

Upon notification by the COUNTY, the CONTRACTOR shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements.

The Contractor shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

- i) HIPAA -CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.
- ii) PCI-DSS-CONTRACTOR warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity information due to the CONTRACTOR's actions.
- iii) Personally Identifiable Information (PII) -CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

**THE UNIVERSITY OF TENNESSEE
on behalf of its Health Science Center**

BY: _____

TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

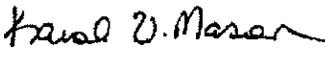
COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

 Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention		Cooperative Agreement		PAGE 1 OF 6
1. RECIPIENT NAME AND ADDRESS (including Zip Code) Shelby County 160 North Main Street, Suite 850 Memphis, TN 38103		4. AWARD NUMBER: 2011-MU-MU-K005		
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2016		
		6. AWARD DATE 09/17/2014	7. ACTION	
1A. GRANTEE IRS/VENDOR NO. 626000842		8. SUPPLEMENT NUMBER		Supplemental
		9. PREVIOUS AWARD AMOUNT		\$ 2,610,000
3. PROJECT TITLE This is a programmatic and financial continuation of the Defending Childhood Initiative extending beyond October 2014 and through September 2016.		10. AMOUNT OF THIS AWARD		\$ 632,260
		11. TOTAL AWARD		\$ 3,222,260
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(OJUDP CEV) Pub. L. No. 113-76; 12X Stat. 5, 62				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Carol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark H. Luttrell Jr. Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B CV 70 00 00 612260		21. KCVTGT0155		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
Delinquency Prevention

AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2011-MU-MU-XD05

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
Delinquency Prevention

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2011-MU-MU-K001

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
16. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2011-MU-MU-K005

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

17. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
18. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
19. The recipient may not obligate, expend or draw down funds until such time as the program office has approved the strategic/implementation plans and a Grant Adjustment Notice has been issued to remove this special condition.
20. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.



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**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2011-MU-MU-K003

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

21. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2011-MU-MU-K005

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

22. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
23. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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Office of Justice Programs
Office of Juvenile Justice and
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2011-MU-MU-K005

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This project is supported under FY14(OJJDP CEV) Pub. L. No. 113-76; 126 Stat. 5, 62

1. STAFF CONTACT (Name & telephone number)

Carol Neylan
(202) 307-6562

2. PROJECT DIRECTOR (Name, address & telephone number)

Roger Henderson
Grants Manager
160 N Main Street
Memphis, TN 38103-1866
(901) 222-2087

3a. TITLE OF THE PROGRAM

OJJDP FY 14 State and Community Development Invited Awards

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

This is a programmatic and financial continuation of the Defending Childhood Initiative extending beyond October 2014 and through September 2016.

5. NAME & ADDRESS OF GRANTEE

Shelby County
160 North Main Street, Suite 850
Memphis, TN 38103

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2011 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2011 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 612,260

10. DATE OF AWARD

09/17/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

OJJDP's State and Community Development Awards program was established to provide grants and cooperative agreements to organizations that OJJDP has selected for funds in prior years. This program has been authorized by an Act appropriating funds for the Department of Justice. The Attorney General's Children Exposed to Violence Demonstration Program develops and supports comprehensive community-based strategic planning and implementation efforts to prevent and reduce the impact of children's exposure to violence in their homes, schools, and communities.

The Defending Childhood Initiative in Shelby County, "Network for Overcoming Violence and Abuse" (NOVA) focuses on reaching families early to enable them to take full advantage of preventive and support services and opportunities that improve their quality of life. NOVA will focus on increasing access to trauma-focused resources for children and families through building capacity and strengthening relationships with first responder professional and community members. FY14 State and Community Development Invited Award funds will be used to expand trauma-informed education, continue to offer family and youth violence



Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for Shelby County

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.

If the DCI no-cost extension is funded, the Shelby County Division of Community Services will provide \$155,000 to the UTHSC COM Center for Health in Justice-Involved Youth to develop and implement the sustainability plan for Defending Childhood Initiative and to continue efforts among all partners. Included in the funding will be the funds needed to retain Ms. Malrie Shelton (current project coordinator) to assist with the work through the period covered.

1. Personnel: Project Coordinator
2. Operational: includes meetings with network partners and governance, community engagement activities, training and sustainability planning.
 - a. Travel: Grantee Conference in DC (Required by DOJ - 2 attendees)
 - b. Sustainability activities: Expand social marketing and community education campaigns (increased awareness of CEV, roll out *Changing Minds* Campaign and engage partners and the community) – Futures Without Violence; dissemination of print materials, community outreach materials and information.
 - c. Network management: Formalize network (MOUs), manualize model (develop policies, practices, etc.), incorporate culturally appropriate policies and practices into the trauma-informed focus of the expanding service capacity, and build capacity for a coordinated response to childhood trauma.
 - d. Training:
 - i. Youth workers training - Boston team (includes training for youth workers and train the trainer – (on site in Memphis and peer visit to Boston) and recruitment of youth for training and peer visit)
 - ii. law enforcement training – follow-up to trauma audit findings trauma informed training.
 - iii. Community leader and stakeholder training (building a trauma-informed community)
 - e. Consultation: Consultant with Juvenile Court on implementation of NCJFCJ trauma audit recommendations.
3. Additional training will be provided by various federal partners during the covered period (at no cost to County or UT):
 - a. Shelby County Schools (Pilot of the Changing Minds Curriculum in 4 Shelby County Schools) – with Futures Without Violence
 - b. MPD Childhood Exposure to Violence training – IACP
 - c. Child Welfare training on Trauma toolkit
 - d. Healing Homes Curriculum (final version)
4. Technical Assistance support will continue to be provided by federal agencies and national organizations involved with DCI (at no cost to County or UT):
 - a. National Council of Juvenile and Family Court Judges
 - b. DSG
 - c. Futures without Violence

CONSULTANT BUDGET

CONSULTANT	University of TN - Center for JJ Youth
FEDERAL ID #	62-600-1636
CONTRACT NUMBER	PHONE # 448-4266
CONSULTANT CONTACT	Altha Stewart, M.D. E-Mail: astewa59@uthsc.edu
CONTRACT PURPOSE	DCI No Cost Extension Sustainability Activities

THE FOLLOWING INVOICE IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD:

<small>POLICY 03 Object Line-item Reference</small>	EXPENSE OBJECT LINE-ITEM CATEGORY	BUDGET
1	Salaries	\$49,500.00
2	Benefits & Taxes	\$16,726.05
4, 15	Professional Fees / Grant Awards	\$53,788.95
5	Supplies	
6	Telephone	
7	Postage & Shipping	
8	Occupancy	
9	Equipment Rental & Maintenance	
10	Printing & Publications	
11, 12	Travel / Conferences & Meetings	\$3,000.00
13	Interest	
14	Insurance	
16	Specific Assistance to Individuals	
17	Depreciation	
18	Other Non-Personnel	
20	Capital Purchase	
22	Indirect Cost	\$31,985.00
24	In-Kind Expense	
25	GRAND TOTAL	\$155,000.00