

CONTRACT #2
RFS # 359.10-10188
FA # NA
Edison # 40562

**Department of Children's
Services**

VENDOR:
**The Center for the Study of
Social Policy**



State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-3000

MEMORANDUM

To: Leni Chick, Contact & Audit Coordinator
Fiscal Review Committee

From: Suzanne G. White, Director of Contracts Management 

Date: March 03, 2014

Subject: The Center for the Study of Social Policy

Please find as accompaniments to this summary memo the various supporting materials necessary to review the Non-Competitive request for The Center for the Study of Social Policy for the period July 01, 2014 through June 30, 2017 in the amount of \$700,000.00. Services are to provide Technical Assistance pursuant to the Brian A. Modified Settlement Agreement:
<http://www.documentcloud.org/documents/486453-brian-a-vs-bill-haslam-modified-settlement.html>

The request for the non-competitive services was submitted within the sixty (60) day timeframe as required as services are slated to begin July 01, 2014.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Suzanne G. White	*Contact Phone:	615-741-0581
*Original Contract Number:	40562	*Original RFS Number:	35910-10188
Edison Contract Number: <i>(if applicable)</i>	40562	Edison RFS Number: <i>(if applicable)</i>	N/A
*Original Contract Begin Date:	07/01/2014	*Current End Date:	06/30/2017
Current Request Amendment Number: <i>(if applicable)</i>	None		
Proposed Amendment Effective Date: <i>(if applicable)</i>	None		
*Department Submitting:	Department of Children's Services (DCS)		
*Division:	Contracts Management		
*Date Submitted:	March 03, 2014		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	The Center for the Study of Social Policy		
*Current Maximum Liability:	\$700,000.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2015	FY:2016	FY:2017	FY: FY FY
\$226,993.34	\$233,323.33	\$239,683.33	\$ \$ \$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:	FY:	FY:	FY: FY FY
\$	\$	\$	\$ \$ \$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding	State:	\$700,000.00	Federal:

Supplemental Documentation Required for
Fiscal Review Committee

Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$700,000.00		

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprsr@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER
 (Required for all Rule Exception Requests)

APPROVED

COMPTROLLER OF THE TREASURY
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	35910-10188
1. Contract #	40562
2. Goods or Services Caption	Support for the Technical Assistance Committee per the Brian A. Settlement Agreement
3. Contractor	The Center for the Study of Social Policy
4. Contract Period (with ALL options to extend exercised)	36 months
5. Contract Maximum Liability (with ALL options to extend exercised)	\$ 700,000.00
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations
7. Explanation of Rule Exception Requested	Exceptions are at the request of The Center for the Study of Social Policy, in their role as support for the Technical Assistance Committee (TAC) for the Settlement Agreement in Brian A, and the Stipulation of Settlement of Contempt Motion in Brian A. See Attachment 1.
8. Justification	<p>C.1. More clearly identifies intent of clause in relation to this contract.</p> <p>C.4. These are outside experts that are mandated by the federal court settlement agreement in Brian A. and as such they are not subject to state travel regulations. Consequently DCS feels this is the more economical approach rather than increasing overall daily rates to cover travel expenses.</p> <p>C.5. Invoice Requirements: b.(11), Complete Itemization of Charges. Provides concurrence with changes to C.4.</p> <p>D.3. The State cannot terminate, for convenience, a contract required by the</p>

	<p>Settlement Agreement.</p> <p>D.4. The State must have the approval of the Brian A. Technical Assistance Committee to seek permission to terminate this contract.</p> <p>D.5. The State is required by the Settlement Agreement to allow subcontracting.</p> <p>D.11. The State is not allowed to monitor the activities of the Technical Assistance Committee.</p> <p>D.18. Federal Law prevails in this contract required by the Settlement Agreement.</p>
<p>Agency Head Signature and Date (contracting agency head or authorized signatory)</p> <p><i>James M. Henry</i> <i>2/11/14</i></p>	

ATTACHMENT 1

Clause Number	Clause
C.1.	<p>C.1. <u>Maximum Liability.</u> In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number) unless requested by TAC pursuant to the provisions of the Settlement Agreement and Stipulation of Settlement of Contempt Motion and accordingly effected by contract amendment. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.</p> <p>The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.</p>
C.4.	<p>C.4. <u>Travel Compensation.</u> The Contractor shall be compensated for travel, meals, and/or lodging in amounts that are reasonable and supported by documentation.</p>
C.5.	<p>C.5. <u>Invoice Requirements:</u> a. (11) Complete Itemization of Charges, which shall detail the following:</p> <ul style="list-style-type: none"> i. Service or Milestone Description (including name /title as applicable) of each service invoiced; ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced; iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced; iv. Amount Due by Service; v. Travel Compensation requested has attached to the invoice appropriate documentation and receipts as required by C.4; and vi. Total Amount Due for the invoice period.
D.3.	<p>D.3. <u>Termination for Convenience</u> – DELETE</p>
D.4.	<p>D.4. <u>Termination for Cause.</u> If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any material terms of this Contract, the State shall have the right to seek permission of the TAC to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor. The Contractor may also seek permission of the Federal Court to terminate the contract.</p>

D.5.	D.5. <u>Subcontracting</u> . The Contractor may assign this Contract or may enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Federal Court, Plaintiffs and State. If the Contractor should subcontract, such subcontracts shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
D.11.	D.11. <u>Monitoring</u> . DELETE
D.18.	D.18. <u>Governing Law</u> . This Contract shall be governed by and construed in accordance with the Federal Courts. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Federal Courts in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Federal Courts.

cy14-3254

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED	APPROVED
 CHIEF PROCUREMENT OFFICER	DATE <u>03/04/14</u> COMPTROLLER OF THE TREASURY
	DATE

Request Tracking #	35910-10188
1. Contracting Agency	Department of Children's Services
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	<u>Suzanne.G.White@tn.gov</u> 615-741-0581 <u>Lisa.Love@tn.gov</u> 615-532-2255
4. Brief Goods or Services Caption	Support for the Technical Assistance Committee per the Brian A. Settlement Agreement
5. Description of the Goods or Services to be Acquired	Support for the Technical Assistance Committee per the Brian A. Settlement Agreement
6. Proposed Contractor	The Center for the Study of Social Policy
7. Name & Address of the Contractor's principal owner(s) <i>- NOT required for a TN state education institution</i>	Judith Meltzer The Center for the Study of Social Policy 1575 Eye Street, NW Suite 500 Washington, DC 20005
8. Proposed Contract Period - with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	36 months

Request Tracking #	35910-10188
9. Office for Information Resources Pre-Approval Endorsement Request – <i>Information technology (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – <i>state employee training</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 700,000.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	The fees were established based on the Scope of Services and the costs identified by the Technical Assistance Committee (TAC).
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The fees were established based on the Scope of Services and the costs identified by the TAC.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Annually the Department's Deputy Commissioner consults with the Contractor on the specific requirements and costs for the delivery of services as mandated by the Brian A Settlement Agreement.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	Civil Action No. 3:00-0445 of the October 2012 Modified Settlement Agreement between Brian A., et.al. Plaintiffs, vs. Bill Haslam, et.al. Defendants states the following as it relates to the Technical Assistance Committee (TAC): Section XV. Monitoring, pages 28-29 http://s3.documentcloud.org/documents/486453/brian-a-vs-bill-haslam-modified-settlement.pdf A. "The TAC shall continue in the role of independent Monitor that will evaluate, monitor and report on performance under the terms of the agreement until this Court's jurisdiction terminates as described in Section XV111.D..." C. "Defendants shall continue to fund the TACs monitoring and technical assistance functions. The TAC shall exercise final authority over its use and expenditure of monitoring and technical assistance funding"

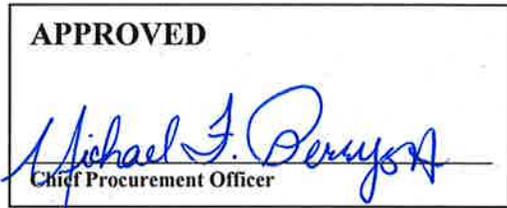
Request Tracking #	35910-10188
19. Proposed contract impact on current State operations	Since this contract is a Brian A. requirement, the impact will be positive.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>The Department of Children's Services (DCS) must continue the provision of services currently provided by The Center for the Study of Social Policy (CSSP) relative to support of the TAC as mandated by Civil Action No. 3:00-0445 of the October 2012 Modified Settlement Agreement between Brian A., et.al. Plaintiffs, vs. Bill Haslam, et.al. Defendants.</p> <p>Section XIV. <u>Technical Assistance Committee</u> states the following:</p> <p>"... The TAC shall comprise of Judith Meltzer, Andrew Shookhoff, Paul Vincent and Steven D. Cohen..." As a member of TAC and the Deputy Director of CSSP, Ms. Judith Meltzer has been able to ensure that the support services provided by CSSP to the TAC will continue.</p> <p>In accordance with the settlement agreement..."Defendants shall continue to fund the TACs monitoring and technical assistance functions. The TAC shall exercise final authority over its use and expenditure of monitoring and technical assistance funding"... The liability for FY 2014 will be increased to accommodate a reasonable adjustment to rates requested by the vendor.</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	

Request Tracking #	35910-10188
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>Civil Action No. 3:00-0445 of the October 2012 Modified Settlement Agreement between Brian A., et.al. Plaintiffs, vs. Bill Haslam, et.al. Defendants states the following as it relates to the Technical Assistance Committee (TAC):</p> <p>Section XV. Monitoring, pages 28-29</p> <p>http://s3.documentcloud.org/documents/486453/brian-a-vs-bill-haslam-modified-settlement.pdf</p> <p>A. "The TAC shall continue in the role of independent Monitor that will evaluate, monitor and report on performance under the terms of the agreement until this Court's jurisdiction terminates as described in Section XV111.D..."</p> <p>C. "Defendants shall continue to fund the TACs monitoring and technical assistance functions. The TAC shall exercise final authority over its use and expenditure of monitoring and technical assistance funding"</p>

Request Tracking #	35910-10188
<p>26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.</p>	<p>The current Contractor, The Center for the Study of Social Policy, was established in 1979 with the goal of providing public policy analysis and technical assistance to states and localities. The work of CSSP is concentrated in the areas of family and children's services; income supports, neighborhood-based services, education reform, family support, disability and health care policy, and long term care for the elderly. In all of its work, the Center emphasizes several common themes: (1) an approach based on outcomes accountability; (2) community service strategies that reach across categorical boundaries and are community owned; (3) new forms of state/local governance; (4) more flexible financing strategies, linked to results; and (5) attention to the human resources and other capacity-building needs required for human services systems to perform effectively.</p> <p>CSSP believes that all of these efforts provide different "entry points" to a common purpose: helping states and localities implement creative and effective strategies that create opportunities to strengthen families and ensure that children grow up healthy, safely, and successfully in school, being prepared for a productive adulthood.</p> <p>Judith Meltzer, Deputy Director of CSSP and a member of TAC, is the designated person within CSSP for this contract. Ms. Meltzer has worked at the Center since its inception and has been involved in creating or implementing all parts of the Center's work. She currently leads the Center's work to find better ways to use the power of class action litigation to achieve lasting reform in child welfare systems. She works directly with many states and localities on their efforts to improve results for vulnerable children and families. Ms. Meltzer is also the lead monitor for the Washington, D.C. consent decree. She has a long history of working to more effectively use the tools of federal and state finance and policy to improve opportunities for low-income children and families.</p>
<p>27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.</p>	<p><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES,</p> <p>Method: Sole Source</p> <p>Name/Address: Judith Meltzer</p> <p>The Center for the Study of Social Policy 1575 Eye Street, NW Suite 500 Washington, DC 20005</p>

Request Tracking #	35910-10188
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Pursuant to Civil Action No. 3:00-0445 of the October 2012 Modified Settlement Agreement between Brian A., et.al. Plaintiffs, vs. Bill Haslam, et.al. Defendants DCS has made no efforts to identify reasonable, competitive, procurement alternatives in the procurement of these services. The Contractor is uniquely qualified to provide the services needed as part of the Brian A. Settlement Agreement.
Signature Required for all Special Contract Requests	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p> <p>Signature:  Date: 2/1</p>	

Sourcing Analyst Recommendation



DATE: Monday, March 03, 2014

SUBJECT: Special Contract Request 35910-10188

RECOMMENDATION:

Approve Special Contract Request 35901-10188.

ANALYSIS:

Special Contract Request 35901-10188 is a sole source request by the Department of Children Services (DCS) to contract with The Center for the Study of Social Policy to continue the provision of services currently provided relative to support of the TAC as mandated by Civil Action No. 3:00-0445 of the October 2012 Modified Settlement Agreement between Brian A., et.al. Plaintiffs, vs. Bill Haslam, et.al. Defendants. The contractor is uniquely qualified to provide the services needed as part of the Brian A. Settlement Agreement.

Options/Alternatives:

Accept: Approve Special Contract Request 35910-10188
Reject: Competitively bid.

Daniel Leeson
Sourcing Analyst



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date July 1, 2014	End Date June 30, 2017	Agency Tracking # 35910-10188	Edison Record ID 40562		
Contractor Legal Entity Name The Center for the Study of Social Policy			Edison Vendor ID 37768		
Service Caption (one line only) Support for the Technical Assistance Committee per the Brian A. Settlement Agreement					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA #			
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	226,993.34	0.00	0.00	0.00	226,993.34
2016	233,323.33	0.00	0.00	0.00	233,323.33
2017	239,683.33	0.00	0.00	0.00	239,683.33
TOTAL:	700,000.00	0.00	0.00	0.00	700,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - FA</i>		
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
THE CENTER FOR THE STUDY OF SOCIAL POLICY**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and The Center for the Study of Social Policy (CSSP), hereinafter referred to as the "Contractor," is for the provision of support for the Technical Assistance Committee (TAC), as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.

Contractor Place of Incorporation or Organization: District of Columbia

Contractor Edison Registration ID # 37768

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall receive and administer the funds for and in support of the work of the Technical Assistance Committee (TAC) providing technical assistance to the Tennessee Department of Children's Services with regard to the implementation of both the Settlement Agreement in the case of Brian A. v. Haslam (entered July 27, 2001) and in accordance with the responsibilities of the TAC set forth in the Settlement Agreement and the subsequent Stipulations.
- A.3. The Contractor shall administer the funds for the following activities:
 - a. compensation and travel expenses of TAC members Judith Meltzer, Andy Shookhoff; and a technical consultant; and
 - b. compensation and expenses of any other consultants whose compensation and expenses the TAC should decide should be covered by these funds.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Thousand Dollars (\$700,000.00) unless requested by TAC pursuant to the provisions of the Settlement Agreement and Stipulation of Settlement of Contempt Motion and accordingly effected by contract amendment. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates

include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	July 1, 2014 – June 30, 2015 Amount (per compensable increment)
Funds Administration for Judith Meltzer	\$1,600.00 per day
Funds Administration for TA for Andy Shookoff	\$1,590.00 per day
Funds Administration for other TA Consultants	No more than \$910.00 per day
CWPPG	\$1,020.00 per day
Meetings and Training Sessions	\$1,500.00 per session

Service Description	January 1, 2016 – June 30, 2017 Amount (per compensable increment)
Funds Administration for Judith Meltzer	\$1,650.00 per day
Funds Administration for TA for Andy Shookoff	\$1,640.00 per day
Funds Administration for other TA Consultants	No more than \$940.00 per day
CWPPG	\$1,050.00 per day
Meetings and Training Sessions	\$1,500.00 per session

Service Description	July 1, 2017 – June 30, 2018 Amount (per compensable increment)
Funds Administration for Judith Meltzer	\$1,700.00 per day
Funds Administration for TA for Andy Shookoff	\$1,690.00 per day
Funds Administration for other TA Consultants	No more than \$970.00 per day
CWPPG	\$1,085.00 per day
Meetings and Training Sessions	\$1,500.00 per session

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation. The Contractor shall be compensated for travel, meals, and/or lodging in amounts that are reasonable and supported by documentation.

C.5. Invoice Requirements. The Contractor shall invoice, Attachment A, the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Children's Services
7th Floor, Cordell Hull Building
436 6th Avenue North
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: DCS, Division of Administration
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;

- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
- iv. Amount Due by Service;
- v. Travel Compensation requested has attached to the invoice appropriate documentation and receipts as required by C.4; and
- vi. Total Amount Due for the invoice period.

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor'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 conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any material terms of this Contract, the State shall have the right to seek permission of the TAC to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor. The Contractor may also seek permission of the Federal Court to terminate the contract.
- D.4. Subcontracting. The Contractor may assign this Contract or may enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Federal Court, Plaintiffs and State. If the Contractor should subcontract, such subcontracts shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.6. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from

such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. Independent Contractor. The parties hereto, in the performance of this 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 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 Contractor, 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 Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. Force Majeure. The obligations of the parties to this 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.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. Governing Law. This Contract shall be governed by and construed in accordance with the Federal Courts. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Federal Courts in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under the Federal Courts.
- D.16. Completeness. This 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Severability. If any terms and conditions of this 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 Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 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 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:

Bonnie Hommrich, Deputy Commissioner
Department of Children's Services
7th Floor, Cordell Hull
436 6th Avenue North
Nashville, TN 37243
Bonnie.Hommrich@tn.gov
Telephone # 615-741-6056
FAX # 615-532-8079

The Contractor:

Christine R. Katz, Chief Financial Officer
The Center for the Study of Social Policy
1575 Eye Street, NW Suite 500
Washington, DC 20005
Christine.Katz@cssp.org

Telephone # 202-371-1565
FAX # 202-371-1472

The Contractor Contact:

Judy Meltzer, Deputy Director
The Center for the Study of Social Policy
1575 Eye Street, NW Suite 500
Washington, DC 20005
Judith.Meltzer@cssp.org
Telephone # 202-371-1565
FAX # 202-371-1472

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without

restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

IN WITNESS WHEREOF,

THE CENTER FOR THE STUDY OF SOCIAL POLICY:

CHRISTINE R. KATZ, CHIEF FINANCIAL OFFICER

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

JAMES M. HENRY, COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	The Center for the Study of Social Policy
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	52-1254948

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION