

GRANT SUMMARY SHEET

Grant Parental Assistance Court 22

Department: JUVENILE COURT

Grantor: TN Dept. of Human Services

**Pass-Through
Grantor**

Total Award this \$295,653.00

Cash Match \$152,307.00

Department Dana Schmidt, J.D - Program Manager 2
862-8053

Status CONTINUATION

Program Description:

This grant establishes the Juvenile Court Parental Assistance Court as a separately funded program of the Juvenile Court's grant-funded Child Support/Parentage Division. This contract provides for three additional Parental Assistance Court Specialist (PACS). The PACS will provide individual and family centered development services with a dual focus on removing barriers that impact PAC program participant's ability to pay their child support obligations and increasing program participant parenting time with their children.

Plan for continuation of services upon

This service will not be continued if federal funding ends.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
JUVENILE COURT	026	Dana Schmidt, J.D - Program Manager 2		862-8053	862-7143		
Grant Name:	Parental Assistance Court 22						
Grantor:	TN Dept. of Human Services			Other:			
Grant Period From:	07/01/21	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/22	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:	\$295,653.00				
Status:	CONTINUATION	Metro Cash Match:	\$152,307.00				
Metro Category:	Est. Prior.	Metro In-Kind Match:	\$0.00				
CFDA #	N/A	Is Council approval required?	<input checked="" type="checkbox"/>				
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
<p>This project establishes the Juvenile Court Parental Assistance Court as a separately funded program of the Juvenile Court's grant-funded Child Support/Parentage Division. This contract provides for three additional Parental Assistance Court Specialist (PACS). The PACS will provide individual and family centered development services with a dual focus on removing barriers that impact PAC program participant's ability to pay their child support obligations and increasing program participant parenting time with their children.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This service will not be continued if federal funding ends.							
How is Match Determined?							
Fixed Amount of \$		or	9.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?	\$152,307.00	Fund	10101	Business Unit	26111410		
Is not budgeted?	\$0.00	Proposed Source of Match:		JUV Case Support Key			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	6.00	Actual number of positions added:	3.00				
Departmental Indirect Cost Rate	24.00%	Indirect Cost of Grant to Metro:	\$107,510.40				
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow. 10.00%	Ind. Cost Requested from Grantor:	\$26,877.00	in budget			
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input type="checkbox"/>						

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22		\$295,653.00		\$152,307.00	10101, 26111410	\$0.00	\$447,960.00	\$107,510.40	\$26,877.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$0.00	\$295,653.00	\$0.00	\$152,307.00			\$447,960.00	\$107,510.40	\$26,877.00
Date Awarded:		05/25/21		Tot. Awarded:		\$295,653.00	Contract#:		34513-36522	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

5252

GCP Rec'd
05/25/21

GCP Approved
05/25/21

VW

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County-Parental Assistance Court, hereinafter referred to as the "Contractor," is for the provision of employment and support services for non-custodial parents, as further defined in the "SCOPE OF SERVICES."

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 Tennessee Department of Human Services is committed to a Two-Generation ("2Gen") Approach, which requires intentional focus on the success of the children and adults in their lives simultaneously and places the family on a better path towards economic security when the needs of the family are addressed holistically.

The 2Gen Approach includes an emphasis on education, economic supports, health and well-being, and social capital. This goal shall be achieved in the context of strengthening community planning and coordinating efforts, organizing services to help families achieve economic security, and developing innovative approaches to attacking the causes and effects of poverty for low income families that are recipients of or eligible for public assistance.

Additional information regarding the 2Gen Approach is available at the following link:

<http://www.tn.gov/humanservices/topic/2gen-approach>

- A.3. The Contractor shall provide opportunities for and meet the needs of eligible low-income families, specifically non-custodial parents who have a court ordered child support obligation or a child(ren) who are members of a low-income household. The Contractor shall follow the Two-Generation Approach that is based on Tennessee's four (4) core components (i.e. education, economic supports, health and well-being, and social capital). The Contractor shall provide services that align with and addresses the following components:
- a. **Workforce Development and Economic Assets.** Improve the economic self-sufficiency of the family through financial literacy and asset-building programs to achieve financial independence. Increase the enrollment of parents in an adult education program, postsecondary program, and/or technical/ vocational training program to increase employment skills.
 - b. **Health and Well-Being.** Improve conflict resolutions and communication skills. Improve the families' ability to manage stress, recognize maladaptive responses, and use positive parenting approaches.
 - c. **Social Capital.** Improve formal and informal networks of family, friends, neighbors, and community agencies to help families develop meaningful connections. Increase and sustain community partnerships that support the program. Improve community involvement and civic engagement.
- A.4. The Contractor shall receive referrals from the State Central Office, Davidson County Juvenile Court, Davidson County Child Support Office and other community service agencies.
- A.5. The Contractor shall contact each program participant monthly to ensure participation and obtain

case progress until program completion.

- A.6. In order to achieve the objectives specified in Sections A.6 and A.7 of this Contract, the Contractor shall perform tasks including at least the following:
- a. Assess and enroll appropriate referrals made to the Davidson County Juvenile Parental Assistance Court.
 - b. Conduct an intake assessment for each program participant to evaluate individual and family needs or barriers. The following information shall also be obtained for each program participant;
 - 1. Full Name
 - 2. Current address and/or mailing address;
 - 3. Home and mobile phone numbers;
 - 4. Employer information to include address and business phone number; and
 - 5. Emergency contact information where messages can be received or left.
 - c. Provide transportation assistance for program participants through bus passes, if needed.
 - d. Provide childcare referral assistance information to program participants.
 - e. Provide interpreter services offered by the Department of Human Services through the Language Line.
 - f. Continue utilizing interpreter services available through other channels, including community and court services.
- A.7. The Contractor shall provide individual and family centered development services in Davidson County, Tennessee with a dual focus on removing barriers that impact the program participant's ability to pay their child support obligations and increasing the program participant's parenting time with their children. During the Term of this Contract, the Contractor shall enroll a total of two hundred fifty (250) to three hundred (300) program participants. Within the context of Davidson County Juvenile Parental Assistance Court activities, the Contractor shall provide services to program participants including at least the following:
- a. Education on court proceedings/processes, paternity establishment, and child support establishment. Assist with the enforcement of a child support orders, visitation, custody and parenting plans;
 - b. Assistance with employment and/or educational services through referrals to programs, job readiness, General Education Development, ("GED"), High School Equivalency Exam, ("HiSET), or Test Assessing Secondary Completion, ("TASC") enrollment and information for the Governor's Drive to 55 programs; and
 - c. Providing intensive one-on-one and family case management services to assist with conflict resolution between parents, parenting and relationship skills building and mediation referrals that include legal aid, personal and financial development.
- A.8. In order to increase program participants' upward economic mobility, the Contractor shall refer program participants to appropriate social supports within the community including at least the following areas:
- a. Mental health and substance abuse referrals;
 - b. Assistance with financial management;
 - c. Job fairs and job search assistance services;

- d. Housing referrals;
 - e. Childcare assistance;
 - f. Criminal record expungement; and
 - g. Driver license reinstatement.
- A.9. Within two (2) business days of the Contractor receiving notice that a program participant has gained employment, the Contractor shall provide all employer information to the Davidson County Child Support office.
- A.10. The Contractor shall collaborate with other organizations to build a comprehensive and coordinated service delivery model that aligns with components of the Two Generation model. The Contractor shall connect with community and government agencies to support positive outcomes for program participants.
- A.11. The Contractor shall track and report the following program areas and engage in ongoing program improvement to achieve performance measure outcomes as outlined in A.12:
- a. Number of program participants referred, retained and enrolled in program;
 - b. Number of program participants that complete the program;
 - c. Number of program participants referred to community services and report the types of services;
 - d. Number of program participants who demonstrated an improvement in their educational outcomes;
 - e. Number of program participants engaged in workforce development/trainings;
 - f. Number of program participants that obtained employment; and
 - g. Number of cases and children for which the program participant is obligated to pay support.
- A.12. The Contractor shall report performance outcomes of program participants to the Child Support Operations Manager or such other party as the State may direct no later than the fifteenth (15th) day of the month following the reporting month. These outcomes will be measured based upon a methodology and format approved by the State, including the following performance targets:
- a. Seventy-five percent (75%) of program participants completed the Davidson County Juvenile Parental Assistance Court Program;
 - b. Fifty percent (50%) of program participants obtained employment within ninety (90) days of enrollment;
 - c. Fifty percent (50%) of program participants made a payment on their child support case(s) within sixty (60) days of attainment of employment;
 - d. Fifty percent (50%) of employed program participants maintained their employment for sixty (60) days or more;
 - e. One hundred percent (100%) of program participants, without a high school diploma or equivalency were referred to an adult education program; and
 - f. One hundred (100%) of program participants received education in one or more of the following areas: court process on paternity establishment, child support establishment, enforcement of child support orders, visitation, custody and/or parenting plans.
- A.13. The Contractor shall cooperate with the State and report results of the program's effectiveness. The Contractor shall participate in meetings with State, at least bi-monthly or as the State may request in writing, to discuss program development and provide written progress reports each month. Such progress reports shall include without limitation:
- a. Program implementation status and achievement of program established benchmarks;
 - b. Summaries of program participants' feedback obtained through customer satisfaction surveys;

- c. Preliminary demographic data regarding families being served;
 - d. Program outcomes and results; and
 - e. Final year-end program report.
- A.14. The Contractor shall document program participants enrollment in the Davidson County Juvenile Parental Assistance Court, on the legal diary, ("LGLD") using the diary title of PAC Enrollment on the Tennessee Child Support Enforcement System, ("TCSES") or its successor system. All case notes and updates on program participants shall be maintained on this diary as a running record of the program participant's progress. Should the State implement technical updates to TCSES, the State may issue written requests for the Contractor to modify processes, etc. The Contractor shall comply with any such requests.
- A.15. The Contractor shall list all program participants on the Non-Custodial Parent Resource, ("NCPR") screen using the Participating Parental Assistance Court, ("PPAC") code in TCSES or its successor system. Using this code will identify each non-custodial parent's status in the program.
- A.16. The Contractor may no longer engage program participants that are enrolled but fail to respond or participate in the program within sixty (60) days of enrollment effective date. If program participants are removed from the program, the NCPR screen shall be updated with an end date. A status update shall be noted on the LGLD diary under the PAC Enrollment running records within ten (10) business days that the program participant is removed from the program.
- A.17. **Computers and Peripheral Equipment.**
- a. The State shall provide the Contractor the required computers to access TCSES. The Contractor shall not install additional software on devices connected to the State network except with the State's prior written approval.
 - b. The Contractor shall utilize the State-owned computers and software furnished by the State to provide Parental Assistance Court referrals and to document progress as outlined in Sections A.14. through A.16 of this Contract. The Contractor shall only utilize the State-owned computer provided by the State to access the State's network.
 - c. The Contractor agrees to maintain the Operating Systems of State-owned computers at current, manufacturer supported versions which includes software patching and maintenance management to protect against security breaches. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
 - d. The Contractor agrees to perform quarterly scans on the State-owned computer using an IRS provided scanning policy.
 - e. At the term of this contract, the State owned equipment will be returned to the State.
 - f. In the event of a hardware failure, the Contractor will contact the State Customer Care Center at 615-741-1001
- A.18. The Contractor must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>
- A.19. Background Investigation Requirements. A background investigation shall be conducted on all

prospective Contractor employees, as well as those with whom the Contractor sub-contracts, whose duties will or may include access to Federal Tax Information (FTI). FTI is defined as return or return information received directly from the Internal Revenue Service (IRS) or obtained through an authorized secondary source such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), or another entity acting on behalf of the IRS pursuant to an I.R.C. 6103(p)(2)(B) Agreement.

All prospective Contractor contract employees and/or contractors, whose duties will or may include access to FTI, must consent to the following background investigation prior to accessing FTI:

- a. Federal Bureau of Investigations (FBI) fingerprint background check;
- b. Local law enforcement background check (including but not limited to the State of Tennessee and/or locations where the applicant has lived, worked and/or attended school within the last five (5) years);
- c. Citizenship/residency checks to verify new applicant's eligibility to legally work in the United States (e.g., a United States citizen or foreign citizen with the necessary authorization) through E-Verify.
- d. Compliance with Federally Mandated Requirements for Services Contracts with Access to Federal Tax Return Information – Attachment B

All prospective contract employees' background checks will be evaluated in accordance with the Department of Human Services' Employee Fingerprint and Criminal Background Investigations policy for suitability determination. Specific requirements and procedures for these checks are detailed in TDHS policy. The background check may not be necessary if the State has a valid background investigation on file within the past ten (10) years regarding the contract or subcontract employee.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2021 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred ninety-five thousand six hundred fifty-three dollars. (\$295,653.00). This amount shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees,

overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

- 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. The Contractor shall be reimbursed for actual, reasonable, and necessary costs based upon the Contract Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Contract, the Contractor shall submit invoices prior to any reimbursement of allowable costs. The Contract Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Contractor under this Contract. The Contract Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor that are allowable.
- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

- C.5. Invoice Requirements. The Contractor shall invoice 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:

CSVendor.Invoices.DHS@tn.gov

- 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: Department of Human Services, Child Support
 - (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) Total Amount Due for delivered service (as stipulated in Section C.3. above).
- 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 the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
- 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 Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by

the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. 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.10. 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.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.12. **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.13. **State and Federal Compliance**. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. **Governing Law**. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. **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.16. **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.17. **Headings**. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. **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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination 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:

Krista Gray, Program Director
Family Assistance and Child Support Contract Management Unit
Department of Human Services
505 Deaderick Street, 16th Floor
Nashville, TN 37243
Krista.Gray@tn.gov
Telephone # 615-313-4742
FAX # 615-524-3044

The Contractor:

Dana Schmidt, JD
Parental Assistance Program Manager
Davidson County Juvenile Court
P.O. Box 196306 100 Woodland Street
Nashville, Tennessee 37219
Danaschmidt@jjs.nashville.org
Phone: 615-862-8053
Fax: 615-880-3640

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

- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. In performance of this Contract, the Contractor shall comply with, and shall ensure the Contractor's employees comply with, Attachment B - Federal Tax Information (FTI).
- E.5. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures

used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.6. **Subject to Funds Availability.** This Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's right to terminate this Contract due to lack of funds is not a breach of this 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.7. **Audit Report.** The Contractor shall be audited in accordance with applicable Tennessee law. If the Contractor is subject to an audit under this provision, then the Contractor shall complete Attachment B. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- E.8. **Printing Authorization.** The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.9. **Federal Funding Accountability and Transparency Act (FFATA).** This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is established.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.

- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements

- E.10. Disaster Recovery/Continuity of Operations Plan. The Contractor acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.
- E.11. Confidentiality of Records. The Contractor agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Sections 71-1-131, 71-3-119, 45-10-101 et seq., 45-10-118, and 50-7-701, 45 Code of Federal Regulations Sections 205.50, 303.21, and 307.13; 26 U.S.C. Section 6103(f); 42 U.S.C. Sections 653, and 1320b-7), and all other applicable State and Federal laws regulations and any and all data-sharing agreements between the Tennessee Department of Human Services and the Federal Government, specifically including, but not limited to, the SDS-BENDEX-SVES for 1137 and/or Child Support Benefit Programs Data Matching Agreement between the Social Security Administration and the Tennessee Department of Human Services.
- (a) All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State from any non-public source whether verbal, written, electronic data, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State and Federal law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.
 - (b) The Contractor further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding conducted pursuant to this Contract. The Contractor agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section.
 - (c) The safeguards so provided shall also prohibit disclosure to any legislator, legislative or other committee or legislative body, investigator, attorney, or prosecutor of any information which identifies by name or address any such applicant or recipient, except as otherwise permitted by law.
 - (d) The Contractor agrees that any Federal or State tax related information will be treated as confidential as set forth in this section, and will be used solely for purposes of administering the child support program, unless otherwise required by law.
 - (e) It shall be the Contractor's responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with State policy and Federal regulations pertaining to the destruction of private or confidential data. Confidential information shall be destroyed completely by a method that assures complete obliteration, removal, or destruction to preclude recognition or reconstruction of the confidential information.
 - (f) 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.

- (g) In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements regarding Federal Tax Information (FTI):
- 1) All work will be done under the supervision of the Contractor or the Contractor's employees.
 - 2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor is prohibited.
 - 3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - 4) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility; no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - 6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - 7) No work involving Federal tax information furnished under this Contract will be subGrant Contracted without prior written approval from the State.
 - 8) The Contractor will maintain a list of employees having authorized access. Such list will be provided to the State upon request and, upon request, to the IRS reviewing office. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.
- (h) Criminal /Civil Sanctions: Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars (\$1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and

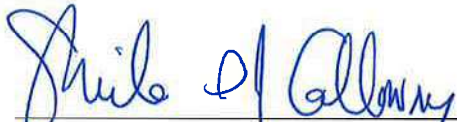
shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully disclosed the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).

- (i) Inspection: The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with Contract safeguards.
- (j) The Contractor agrees, and understands, that access to FTI must be preceded by certification that all personnel of the Contractor and its subgrantees understand security policy and procedures for safeguarding IRS information. Training provided prior to initial certification, and annually thereafter, must include, but not be limited to, Incident Response policy and procedures for reporting unauthorized disclosures and data breaches. Further, the Contractor agrees that all personnel of the Contractor, and all personnel of subgrantees performing services under this Contract for the Contractor, authorized to handle Federal tax related information will sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be maintained by the Contractor, along with a current list of its employees, and those of its subgrantees, performing services under this Contract. These IRS Confidentiality Forms, and the list of Contractor's employees and those of its subgrantees performing services under this Contract, shall be made available to the State and the IRS upon request.
- (k) It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:



SHEILA D. J. CALLOWAY, JUVENILE COURT JUDGE



DATE

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

 KEVIN CRUMBO, DIRECTOR, DEPARTMENT OF FINANCE 6/2/2021
 DATE

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

 DIRECTOR OF INSURANCE 6/3/2021
 DATE

DocuSigned by:

 METROPOLITAN ATTORNEY 6/3/2021
 DATE

 METROPOLITAN CLERK DATE

 JOHN COOPER, METROPOLITAN MAYOR DATE

DEPARTMENT OF HUMAN SERVICES:

 CLARENCE H. CARTER, COMMISSIONER DATE

ATTACHMENT A

PAGE 1

GRANT BUDGET				
Davidson County - Parental Assistance Court				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: July 1, 2021 END: June 30, 2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$264,552.00	\$136,285.00	\$400,837.00
4, 15	Professional Fees/Grant & Awards ²	\$1,584.00	\$816.00	\$2,400.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$1,980.00	\$1,020.00	\$3,000.00
11, 12	Travel / Conferences & Meetings	\$660.00	\$340.00	\$1,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance to Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$26,877.00	\$13,846.00	\$40,723.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$295,653.00	\$152,307.00	\$447,960.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Mediation Training and Certification	\$2,400.00
TOTAL	\$2,400.00