

## GRANT SUMMARY SHEET

**Grant Name:** Child Support Enforcement Title IV-D 19 Amend. 3

**Department:** JUVENILE COURT

**Grantor:** U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor  
(If applicable):** TENN. DEPT. OF HUMAN SVCES.

**Total Award this Action:** \$975,131.00

**Cash Match** \$502,342.00

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

**Status:** AMENDMENT

**Program Description:**

The Child Support Enforcement Grant funds Juvenile Court positions and related expenses necessary to establish and enforce federal and state-mandated child support program guidelines concerning children born out of wedlock. Amendment 3 extends the end date from 6/30/21 to 6/30/22 and adds an additional \$975,131 to the previous total of \$2,975,758.80 for a new total of \$3,950,889.80 and adds an additional \$502,342 cash match to the previous total of \$1,532,969.08. for a new total of \$2,035,311.08. This amendment also modifies section A.36 The Federally Mandated Requirements for Service Contracts with Access to Federal Tax Return Information.

**Plan for continuation of services upon grant expiration:**

No planned or unknown expiration to this federal funding origin grant. This grant program is currently in approximately the 23rd consecutive year of funding. This service will not be continued if federal funding ends.

### Grants Tracking Form

Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input type="radio"/>		<b>Award Acceptance</b> <input type="radio"/>		<b>Contract Amendment</b> <input checked="" type="radio"/>							
Department		Dept. No.		Contact		Phone		Fax					
JUVENILE COURT		26		Dana Schmidt, J.D. - Program Manager 2		862-8053		862-7143					
<b>Grant Name:</b>		Child Support Enforcement Title IV-D 19 Amend. 3											
<b>Grantor:</b>		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				<b>Other:</b>							
<b>Grant Period From:</b>		07/01/21		(applications only) Anticipated Application Date:									
<b>Grant Period To:</b>		06/30/22		(applications only) Application Deadline:									
<b>Funding Type:</b>		FED PASS THRU		<b>Multi-Department Grant</b>		<input type="checkbox"/>		<b>If yes, list below.</b>					
<b>Pass-Thru:</b>		TENN. DEPT. OF HUMAN SVCS.		<b>Outside Consultant Project:</b>		<input type="checkbox"/>							
<b>Award Type:</b>		FORMULA		<b>Total Award:</b>		\$975,131.00							
<b>Status:</b>		AMENDMENT		<b>Metro Cash Match:</b>		\$502,342.00							
<b>Metro Category:</b>		Est. Prior.		<b>Metro In-Kind Match:</b>		\$0.00							
<b>CFDA #</b>		95.583		<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>							
<b>Project Description:</b>				<b>Applic. Submitted Electronically?</b>		<input checked="" type="checkbox"/>							
<p>The Child Support Enforcement Grant funds Juvenile Court positions and related expenses necessary to establish and enforce federal and state-mandated child support program guidelines concerning children born out of wedlock. <b>Amendment 3 extends the end date from 6/30/21 to 6/30/22 and adds an additional \$975,131 to the previous total of \$2,975,758.80 for a new total of \$3,950,889.80 and adds an additional \$502,342 cash match to the previous total of \$1,532,969.08. for a new total of \$2,035,311.08. This amendment also modifies section A.36 The Federally Mandated Requirements for Service Contracts with Access to Federal Tax Return Information.</b></p>													
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>													
No planned or unknown expiration to this federal funding origin grant. This grant program is currently in approximately the 23rd consecutive year of funding. This service will not be continued if federal funding ends.													
<b>How is Match Determined?</b>													
<b>Fixed Amount of \$</b>		or		34.0%		<b>% of Grant</b>		<b>Other:</b> <input type="checkbox"/>					
<b>Explanation for "Other" means of determining match:</b>													
<b>For this Metro FY, how much of the required local Metro cash match:</b>													
<b>Is already in department budget?</b>				\$502,342.00		<b>Fund</b>		10101		<b>Business Unit</b>		26111410	
<b>Is not budgeted?</b>				\$0.00		<b>Proposed Source of Match:</b>						Juvenile Case Support Key	
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>													
<b>Other:</b>													
<b>Number of FTEs the grant will fund:</b>				15.00		<b>Actual number of positions added:</b>				0.00			
<b>Departmental Indirect Cost Rate</b>				23.97%		<b>Indirect Cost of Grant to Metro:</b>				\$321,954.73			
<b>*Indirect Costs allowed?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No				<b>% Allow.</b>		<b>Ind. Cost Requested from Grantor:</b>				\$134,316.00		<b>in budget</b>	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)													
<b>Draw down allowable?</b> <input type="checkbox"/>													
<b>Metro or Community-based Partners:</b>													

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	FY19	\$1,088,610.00			\$560,800.00	10101, 26111410		\$1,649,410.00	\$235,370.81	\$149,946.00
Yr 2	FY20	\$943,573.86			\$486,085.02	10101, 26111410		\$1,429,658.88	\$126,525.65	\$99,743.64
Yr 3	FY21	\$943,574.94			\$486,084.06	10101, 26111410		\$1,429,658.88	\$126,525.65	\$99,743.64
Yr 4	FY22	\$975,131.00			\$502,342.00	10101, 26111410		\$1,477,473.00	\$321,954.73	\$134,316.00
Yr 5	FY__									
<b>Total</b>		\$3,950,889.80		\$0.00	\$2,035,311.08		\$0.00	\$5,986,200.76	\$810,376.84	\$483,749.28
<b>Date Awarded:</b>			04/05/21		<b>Tot. Awarded:</b>		\$975,131.00		<b>Contract#:</b>	
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

GCP Rec'd  
04/19/21

GCP Approval  
04/20/21

*VW*

**AMENDMENT THREE  
OF GRANT CONTRACT 58180**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Davidson County Juvenile Court, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section A.36.
  - A.36. The Federally Mandated Requirements for Service Contracts with Access to Federal Tax Return Information, which appears as Attachment D, is incorporated in this Grant Contract.
2. Grant Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Grant Contract shall be effective for the period beginning on July 1, 2018 ("Effective Date") and ending on June 30, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three million nine hundred fifty thousand eight hundred eighty-nine dollars and eighty cents (\$3,950,889.80) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, B-1, B-2, and B-3, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
4. Grant Contract Attachment B-3 attached hereto is added as a new attachment.
5. Grant Contract Attachment D attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2021. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY JUVENILE COURT:**

PLEASE REFER TO THE  
FOLLOWING PAGE FOR ALL  
GRANT CONTRACT  
SIGNATURES

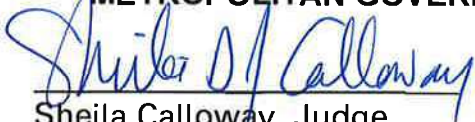
\_\_\_\_\_  
COURT JUDGE

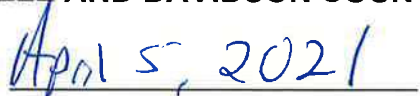
\_\_\_\_\_  
DATE

**SIGNATURE PAGE  
FOR  
GRANT NO. Child Support Enforcement Title IV-D  
Amendment Three - FY 22**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Sheila Calloway, Judge  
Juvenile Court

  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

DocuSigned by:

  
\_\_\_\_\_  
Kevin Grumbo, Director  
Department of Finance

4/22/2021  
\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:

  
\_\_\_\_\_  
Director of Insurance

4/23/2021  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:

  
\_\_\_\_\_  
Metropolitan Attorney

4/23/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John Cooper  
Metropolitan Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

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

**DEPARTMENT OF HUMAN SERVICES:**

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**CLARENCE H. CARTER, COMMISSIONER**

**DATE**

GRANT BUDGET				
Davidson County Juvenile Court Clerk - Magistrates and Service of Process				
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 <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$852,428.00	\$439,129.00	\$1,291,557.00
4, 15	Professional Fees/Grant & Awards <sup>2</sup>	\$1,980.00	\$1,020.00	\$3,000.00
5, 6, 7, 8, 9 & 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$21,120.00	\$10,880.00	\$32,000.00
11, 12	Travel / Conferences & Meetings	\$6,600.00	\$3,400.00	\$10,000.00
13	Interest <sup>2</sup>	\$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 <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$4,356.00	\$2,244.00	\$6,600.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$88,647.00	\$45,669.00	\$134,316.00
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	<b>GRAND TOTAL</b>	<b>\$975,131.00</b>	<b>\$502,342.00</b>	<b>\$1,477,473.00</b>

<sup>1</sup> 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-policy/info>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT B-3**

Page 2

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Professional Privilege Taxes and Non-Conference Training Registration Fees	\$3,000.00
<b>TOTAL</b>	<b>\$3,000.00</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
User fees for Accurint for Government - People & Asset Locator Database by LexisNexis	\$6,600.00
	<b>\$6,600.00</b>

**ATTACHMENT D**

**FEDERALLY MANDATED REQUIREMENTS FOR SERVICES CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION**

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

**I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees and approved subcontractors with the following requirements:

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) The Contractor and the Contractor's employees or subcontractors with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available 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 this Contract. Inspection by or disclosure to anyone other than an officer, employee or approved subcontractor of the Contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (6) The Contractor will maintain a list of staff with authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- (7) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

**II. CRIMINAL/CIVIL SANCTIONS**

- (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 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 \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such



officer and employee that any such unauthorized future 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 \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) 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 this 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 \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such 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 \$1,000 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. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) 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(i)(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 State 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 so prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (1) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.