

GRANT SUMMARY SHEET

Grant Name: Child Support Enforcement Title IV-D 23

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: \$974,868.04

Cash Match \$502,204.96

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

Status: CONTINUATION

Program Description:

The Child Support Enforcement Grant funds Juvenile Court positions and related expenses are necessary to establish and enforce federal and state-mandated child support program guidelines concerning children born out of wedlock.

Plan for continuation of services upon grant expiration:

No planned or known expiration to this federal funding origin grant. This grant program is currently in approximately the 24th consecutive year of funding. This service will not be continued if federal funding ends.

A.B. Initial

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AB

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:		Child Support Enforcement Title IV-D 23					
Grantor:		U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				Other:	
Grant Period From:		07/01/22		(applications only) Anticipated Application Date:			
Grant Period To:		06/30/23		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		TENN. DEPT. OF HUMAN SVCS.		Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		FORMULA		Total Award:		\$974,868.04	
Status:		CONTINUATION		Metro Cash Match:		\$502,204.96	
Metro Category:		Est. Prior.		Metro In-Kind Match:		\$0.00	
CFDA #		93.563		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>	
<p>The Child Support Enforcement Grant funds Juvenile Court positions and related expenses are necessary to establish and enforce federal and state-mandated child support program guidelines concerning children born out of wedlock.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
No planned or known expiration to this federal funding origin grant. This grant program is currently in approximately the 24th consecutive year of funding. This service will not be continued if federal funding ends.							
How is Match Determined?							
Fixed Amount of \$		or		34.0%		% 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?		\$502,204.96		Fund		10101 Business Unit	
Is not budgeted?				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:		15.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		23.97%		Indirect Cost of Grant to Metro:		\$354,054.40	
*Indirect Costs allowed?		<input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		10.00%	
				Ind. Cost Requested from Grantor:		\$88,624.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

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	FY23	\$974,868.04			\$502,204.96	10101, 26111410	\$0.00	\$1,477,073.00	\$354,054.40	\$88,624.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$974,868.04			\$502,204.96		\$0.00	\$1,477,073.00	\$354,054.40	\$88,624.00
Date Awarded:			04/08/22	Tot. Awarded:		\$974,868.04	Contract#:		N/A	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP RECEIVED 4/15/22

GCP APPROVED 4/20/22

TW

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
DAVIDSON COUNTY JUVENILE COURT**

This Contract, 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 "Contractor," is for the provision of IV-D Child Support services, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4

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. Definitions

a. "IV-D" or "Title IV-D" means Title IV-D of the Social Security Act, 42 U.S.C. § 651, *et seq.*

b. "Non-Title IV-D" shall mean a child support order handled by a private attorney as opposed to the State or local child support enforcement agency.

c. "SDU" means State Disbursement Unit, the processing center established in accordance with Tenn. Code Ann. § 36-5-114 which is responsible for collecting and processing payments for all child support cases enforced by the State of Tennessee's Child Support Enforcement Program pursuant to Title IV-D of the Social Security Act, 42 U.S.C. § 651 *et seq.*, as amended, and specifically, 42 U.S.C. § 654b.

d. "TCA" shall mean Tennessee Code Annotated
§38-1-305 - Prevention and Detection of Crime
§38-1-306 - Immunity of persons making reports
§39-13-504 - Aggravated sexual battery
§39-13-506 - Statutory rape
§39-13-522 - Rape of a child
§71-3-124 - Assignment of support rights to state Enforcement and collection of rights
Collection service fee Attorneys Caretaker relative eligibility Standing to petition

e. 42 USC Section 602(a) - 42 U.S. Code § 602 - Eligible States; State plan

f. "Title 45" shall mean - Code of Federal regulations - Public Welfare

d. "TCSES" shall mean Tennessee Child Support Enforcement System

A.3. The Contractor shall provide services to adjudicate child support cases filed by the State or its contractors pursuant to Title IV-D of the Social Security Act and it's implementing federal and state regulations.

A.4. The Contractor shall establish and maintain a professional working relationship with the local Title IV-D child support enforcement office and the State.

A.5. The Contractor shall retain the number of magistrates necessary to perform the services specified in this Contract within the time frames required. All magistrates retained to perform services shall be attorneys who are licensed to practice in the State of Tennessee, in good standing and in compliance with all laws, rules and regulations applicable to licensed attorneys in Tennessee and under the Code of Judicial Conduct for the terms of service as a magistrate.

- A.6. The Contractor agrees that 45 C.F.R. § 303.101 and 45 C.F.R. §§ 304.20-304.23, as amended, shall serve to designate those specific activities performed by magistrates for which reimbursement is available. The provisions of the above-cited regulations are hereby incorporated into this document by specific reference.
- A.7. The Contractor agrees that the percentage of costs of salaries paid to magistrates will be based only upon that percentage of cases heard pursuant to Title IV-D of the Social Security Act, or in which there has been an assignment under 42 USC Section 602(a) or T.C.A. § 71-3-124. The Contractor shall submit, as an attachment to billing invoices, personnel activity reports for all multiple activity employees (employees working less than 100 percent (100%) of time on Title IV- D functions, in form and substance approved by the State.
- A.8. The Contractor shall docket all Title IV-D cases as soon as possible. The Contractor shall, at a minimum, docket ninety percent (90%) of Title IV-D cases served within ninety (90) days from the date of service.
- A.9. The Contractor shall, at a minimum, ensure expedited judicial processes in Title IV-D child support cases by completing adjudication of actions to establish or enforce obligations in Title IV-D cases from the time of successful service of process to the time of disposition within the following time frames:
- a) seventy-five percent (75%) within six (6) months; and
 - b) ninety percent (90%) within twelve (12) months.
- A.10. The Contractor shall, in those cases heard by magistrates which involve complex issues requiring judicial resolution, establish a temporary support obligation under expedited processes and subsequently refer the unresolved issues to the full judicial system for resolution.
- A.11. The Contractor shall ensure that the functions performed by the magistrate include at a minimum:
- a. taking testimony and establishing a record;
 - b. evaluating evidence and making recommendations or decisions to establish and enforce orders of paternity and support;
 - c. utilizing the State Child Support Award Guidelines to establish or modify orders or provide a written finding of the reason for deviation;
 - d. accepting voluntary acknowledgment of paternity liability;
 - e. accepting stipulated agreements setting the amount of support to be paid; and,
 - f. entering default orders if the absent parent does not respond to notice or other legal processes within a reasonable period of time specified by the Contractor.
- A.12. The magistrate shall adjudicate paternity on a IV-D case without a jury trial. Paternity hearings shall be expedited on the court's civil docket. Upon proper motion, a default judgment shall be entered against the defendant following successful service of process when the defendant fails to answer or make an appearance within thirty (30) days after the date of service of process. In cases where genetic testing has been obtained which results indicate a rebuttable presumption of paternity of ninety-five percent (95%) or greater, the court shall, upon motion of the party, enter a temporary order of child support pending the final determination of paternity.
- A.13. The Contractor shall ensure that magistrates utilize any standard order forms required by the State on Title IV-D cases.
- A.14. The Contractor shall refer any cases of suspected statutory rape, rape of a child, or aggravated sexual battery of a child to the criminal division of the District Attorney's office. Reference T.C.A. §§ 38-1-305-306 and T.C.A. §§ 39-13-504, 506, and 522.

- A.15. The Contractor shall ensure that all support payments are made by the obligor directly to the SDU, so the State remains compliant with the child support distribution provisions of Title IV-D.
- A.16. The Contractor shall immediately respond to the State on any requests for case information, service of process, and docket status updates.
- A.17. The Contractor shall advise the State of any significant changes in court filing procedures occurring within the judicial district.
- A.18. The Contractor shall cooperate fully with any data collection and evaluation activities carried out by the State in connection with the services performed under this contract.
- A.19. The State shall determine the Contractor's level of compliance with the performance measures specified in Section A.8. and A.9. based upon monthly reports to be submitted by the Contractor. The Contractor shall use the Docket Detail Report identified as Attachment B for the submission of these reports, and the reports shall be submitted within thirty (30) calendar days of the end of the reporting month. Upon a determination by the State that the Contractor has failed to attain the requisite percentage specified in Section A.8. and A.9., the Contractor will be notified of such and will be given ninety (90) days in which to take all necessary corrective action so as to allow the Contractor to attain the threshold required. If, after the ninety (90) day corrective action period, the Contractor is still unable to properly perform its obligations under this Contract, the State shall consider terminating the Contract as provided for in Section D.4.
- A.20. The Contractor shall, if requested, ensure that key personnel attend any meetings sponsored by the State either in person or by video conferencing.
- A.21. The Contractor shall comply fully with the aforementioned and all other provisions of Title IV-D of the Social Security Act, as amended; Title 45, Code of Federal Regulations; Tennessee Code Annotated; Department regulations; and the program instructions issued by the State.
- A.22. The Contractor shall submit, for the State's approval, an annual personnel plan and budget for the cost of services to be provided and secure advance approval for any changes in the budget.
- A.23. The Contractor shall, on a semi-annual basis, provide certification to the State of all employees devoting one hundred percent (100%) of their time to Title IV-D activities. Said certification must be signed by the employees or a supervisor with "firsthand" knowledge of work performed by the employee confirming that all work performed for the period is in conformity with provisions of Title IV-D. This certification is to be submitted in July and January of the Contract Year.
- A.24. The Contractor shall give priority to Title IV-D Cases. A non-Title IV-D case shall not be scheduled on any Title IV-D dockets. A non-Title IV-D case placed on any Title IV-D docket in error, or any non-Title IV-D issues arising in a Title IV-D case (including, without limitation, issues of visitation, custody, and orders of protection), shall be transferred from the Title IV-D docket to the non-Title IV-D docket. The referees under this Contract shall not exceed 7.5 hours per week on non-Title IV-D cases or Non-Title IV-D matters arising from IV-D cases. The Contractor shall pre-submit any plan to proceed with the hiring of an additional Title IV-D referee to the State for approval and receive State's written approval before proceeding. It is in the best interest of the State to have full time Title IV-D referees.
- A.25. The Contractor shall submit, as an attachment to billing invoices, personnel activity reports for all multiple activity employees (employees working less than 100 percent (100%) of time on Title IV- D functions) that:
 - a. Provide after-the-fact distribution of actual activity;
 - b. Account for total compensated activity;
 - c. Are prepared at least monthly and coincide with one or more pay periods; and,

d. Are signed by the employee.

- A.28. The Contractor shall perform service of all Title IV-D related process papers, subpoenas, and attachments properly issued by Tennessee Judicial Authorities.
- A.29. The Contractor shall document and advise the local Title IV-D child support enforcement office of the service outcome for process and attachments within forty-eight (48) hours of the attempt. For purposes of this provision, the term "attempt" refers to the point at which the paper is either served or the service address is confirmed as invalid.
- A.31. The Contractor shall, at a minimum, execute successful service on fifty-five percent (55%) of all issued process and attachments. The calculation for this percentage shall be based on all referrals received and all process and attachments successfully executed during the reporting period, with no allowable exclusions.
- A.32. The Contractor shall be responsible for providing all non-federal matching funds.
- A.33. The Grantee shall ensure that work hours scheduled for process, subpoena, and attachment servers and child support detectives of the Davidson County Juvenile are sufficiently flexible so as to provide maximum potential for service of process or other documents with the non-custodial parents or other necessary parties to the Title IV-D support case.
- A.34. The State shall comply fully with the provisions of Title IV-D of the Social Security Act, as amended.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2022 ("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 nine hundred seventy-four thousand eight hundred sixty-eight dollars and four cents (\$974,868.04). 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 maximum liability of the State under this Contract is firm for the duration of the Contract and is 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 after completion of all work described in section A of this Contract and present the invoice, with all necessary supporting documentation, to:

CSVendor.Invoices.DHS@tn.gov

- a. Such 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 State Agency);
- (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 State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor 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 the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right 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.
- D.5. Subcontracting. The Contractor shall not 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 State. If such subcontracts are approved by the State, each 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.6. 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.

- D.7. 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.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 five (5) 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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 a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. 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.18. 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.19. 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.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.22. 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, Director

Family Assistance & Child Support Contract Management
505 Deaderick Street
James K. Polk Building, 16th Floor Nashville, TN 37243-1403
Krista.Gray@tn.gov
Telephone: (615) 313-4742
Fax: (615) 524-3044

Nat Chapman, Program Coordinator
Family Assistance & Child Support Contract Management
505 Deaderick Street
James K. Polk Building, 16th Floor Nashville, TN 37243-1403
Nat.Chapman@tn.gov
Telephone: (615) 253-1890

The Contractor:

Jim Swack
Davidson County Juvenile Court
100 Woodland Street
Nashville, TN 37219
jimswack@jnsnashville.gov
Telephone # 615-862-7980

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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 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 *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor'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 Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.7. 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.8. 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.9. No Equipment Acquisition. This Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Contract.
- E.10. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/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 CFR 170.320 (and subawards); 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 subawards); 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 section 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/execomp.htm>.)

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 CFR 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 awarded.
- c. If this Contract is amended to extend its 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Contract. More information about obtaining a Unique Entity Identifier Number can be found at: <http://www.gsa.gov>

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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Sheila D. Calloway 4-8-2022
SHEILA D.J. CALLOWAY, JUVENILE COURT JUDGE DATE

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery/mjw 4/26/2022
KELLY FLANNERY, DIRECTOR, DEPARTMENT OF FINANCE DATE

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 4/27/2022
DIRECTOR OF INSURANCE DATE

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Eke 4/26/2022
METROPOLITAN ATTORNEY DATE

ATTEST:

METROPOLITAN CLERK DATE

JOHN COOPER, METROPOLITAN MAYOR DATE

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER DATE

GRANT BUDGET				
Davidson County Juvenile Court - 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, 2022 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1	Salaries	\$650,806.20	\$335,263.80	\$986,070.00
2	Benefits & Taxes	\$214,045.92	\$110,266.08	\$324,312.00
4, 15	Professional Fees/Grant & Awards ²	\$1,584.00	\$816.00	\$2,400.00
5	Supplies	\$2,640.00	\$1,360.00	\$4,000.00
6	Telephone	\$2,640.00	\$1,360.00	\$4,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$8,580.00	\$4,420.00	\$13,000.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel / Conferences & Meetings	\$2,647.92	\$1,364.08	\$4,012.00
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	\$3,300.00	\$1,700.00	\$5,000.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$88,624.00	\$45,655.00	\$134,279.00
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	\$974,868.04	\$502,204.96	\$1,477,073.00

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>).

Attachment A

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Professional Privilege Taxes and Non-Conference Training Registration Fees	\$2,400.00
TOTAL	\$2,400.00

OTHER NON-PERSONNEL	AMOUNT
User Fees for Accurint for Government - People & Asset Locator Database by LexisNexis	\$5,000.00
	\$5,000.00

**DAVIDSON COUNTY JUVENILE COURT
CHILD SUPPORT MAGISTRATE, NAME, DOCKET DETAIL
REPORTING PERIOD: JULY 1, 2022**

DOCKET INFORMATION:				OUTCOME:							
Date	County	Docket Type (ES, EN, or MO)	Total No. of Cases	Issue Extra. Process	NS/NR	Continuance	Support Order	Paternity Order	EN/MO Order	Other Disposition	Sum of Outcomes
5-13	Dickson	ES	38	2	1		35	5			43
5-13	Dickson	MO	49	12	2	1	21				36
5-13	Dickson	EN	25		1		0				1
5-16	Cheatham	EN	77	4	10	0	0				14
5-17	Dickson	MO	46	16							16
5-17	Dickson	ES	61	4			26	20	11		61
5-17	Dickson	EN	9								0
5-22	Cheatham	ES	21	2			6	4	3		15
5-22	Cheatham	MO	13	6							6
5-24	Humphreys	ES	46	5	7		5	6	15		38
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
TOTAL			385	51	21	1	93	35	29	0	230

Order of Support is defined as the legal establishment of: (1) an amount of **money due and owed** by a parent for the support of the parent's children; and / or (2) the responsibility to provide **health insurance and / or medical support**.

NS / NR = NO SERVICE / NO RETURN
 EN= Enforcement
 ES= Establishment
 MO= Modification

Extraordinary Process includes Attachments, Writs, Fiats, and Restraining and Protective Orders.