CAO97841

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee: _____

For Commission Action on: _____

DESCRIPTION OF ITEM:

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $1,473,891.00 FOR THE PROVISION OF CHILD SUPPORT SERVICES, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET, AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $1,473,891.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds (Local Match): $_____; County CIP Funds- $_____

Federal thru State Grant Funds: $1,473,891.00; State Gas Tax Funds: $_____

Federal Grant Funds: $_____ State Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Juvenile Court**

APPROVAL:

	(Type your name & phone #.)	(Initials)	(Date)
Dept. Head:			
Elected Official:	Larry K. Scroggs 405-8518	JS	6-4-09
Division Director:			
CIP – A&F Director:			
Finance Dept.	Mike Swift	MA	4/5/09
County Attorney:	Mary L. Bright	mlb	6-4-09
CAO/Mayor:	**James F. Huntzicker 545-4514**	JFH	6-12-09

SUMMARY SHEET

I. Description of Item

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $1,473,891.00 FOR THE PROVISION OF CHILD SUPPORT SERVICES, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET, AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $1,473,891.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

II. Source and Amount of Funding

Federal Through State grant funds from Tennessee Department of Human Services (DHS)	$1,473,891.00
Local Match	$ 0
Total Program Expenditures	$1,473,891.00

III. Additional Information Relevant to Approval of this Item

The long-standing agreement between Juvenile Court and DHS for the provision of child support enforcement services will cease effective June 30, 2009. Maximus Human Services, a private provider and successful bidder to the RFP issued by DHS will take over child support enforcement operations effective July 1, 2009. The loss of the contract included the loss of support positions responsible for final case handling for court hearings.

To maximize resources and improve the level of services to the local child support clients, it is necessary to allow all cases to be heard in Juvenile Court rather than allocating proportionate number of cases to Chancery and Circuit Courts.

In order for Juvenile Court to handle all of the court hearings of child support cases and maintain its statutorily mandated functions, it is necessary to obtain additional resources to support the child support court operations. The grant agreement in the amount of $1,473,891.00 will serve this purpose by providing the following resources:

- Personnel $919,056.00
- Fringe Benefits $317,104.00
- O&M resources $135,500.00
- Indirect costs $102,231.00

ITEM #_____ PREPARED BY: Dini Malone

SPONSORED BY COMMISSIONER CHISM APPROVED BY: Mary Bright

DESCRIPTION OF ITEM:

RESOLUTION AUTHORIZING THE SHELBY COUNTY GOVERNMENT TO APPROVE A CONTRACT WITH DEPARTMENT OF HUMAN SERVICES, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF $1,473,891.00 FOR THE PROVISION OF CHILD SUPPORT SERVICES, TO AMEND THE FY 2009-2010 OPERATING BUDGET OF THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TO AMEND THE POSITION CONTROL BUDGET, AND TO APPROPRIATE SAID FUNDS. THIS ITEM REQUIRES AN EXPENDITURE OF $1,473,891.00. SPONSORED BY COMMISSIONER SIDNEY CHISM.

WHEREAS, the State of Tennessee Department of Human Services has made available to the Juvenile Court of Memphis and Shelby County a grant of $1,473,891.00 for the provision of support services for the hearing of all child support cases; and

WHEREAS, the budget period for this grant contract is July 1, 2009 through June 30, 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the grant contract with the Department of Human Services is hereby approved.

BE IT FURTHER RESOLVED, that the acceptance and expenditure of the grant funds in the amount of $1,473,891.00 is hereby approved.

BE IT FURTHER RESOLVED that he FY 2009/2010 Operating Budget of the Juvenile Court of Memphis and Shelby County is hereby amended and funds appropriated per Exhibit A which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Position Control Budget is hereby amended as per Exhibit B, which is attached hereto and incorporated hereinto by this reference as if fully set forth herein.

BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the heretofore-referenced contract on behalf of Shelby County Government, executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, that the Mayor and the Director of Administration and Finance are hereby authorized to issue their warrant or warrants in an amount not to exceed $1,473,891.00 for the purposes contained in this resolution and to take proper credit in their accounting therefor.

A C Wharton Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY
BUDGET AMENDMENT - DHS CHILD SUPPORT GRANT
JULY 1, 2009 - JUNE 30, 2010

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	ADJUSTMENT	BUDGET AS AMENDED
FUND/ORG: 550-706153				
JUVENILE COURT CHILD SUPPORT				
4331	FEDERAL GRANTS THRU STATE	0	(1,473,891)	(1,473,891)
5102	SALARIES & LABOR	0	919,056	919,056
5254	OVERTIME PAY		52,438	52,438
	SALARIES	0	971,494	971,494
5510	RETIREMENT SYSTEM CO A	0	66,632	66,632
5511	OPEB	0	68,929	68,929
5516	MEDICARE COVERAGE - MQFE	0	13,326	13,326
5520	GROUP LIFE INSURANCE	0	6,250	6,250
5543	CIGNA INSURANCE	0	77,557	77,557
5560	LONG TERM DISABILITY	0	14,704	14,704
5591	OJI EXPENSE	0	14,245	14,245
5592	UNEMPLOYMENT COMP	0	3,023	3,023
	FRINGE BENEFITS TOTAL	0	264,666	264,666
6016	DATA PROCESSING SUPPLIES	0	10,000	10,000
6042	MATERIALS & SUPPLIES	0	1,500	1,500
6462	PUBLICATIONS & SUBSCRIPTIONS	0	800	800
6052	OFFICE SUPPLIES	0	1,000	1,000
6054	PAPER PRODUCTS	0	2,000	2,000
6459	POSTAGE & MAIL SERVICES	0	500	500
	SUPPLIES TOTAL	0	15,800	15,800
6469	TRAINING & EDUCATION - LOCAL	0	1,000	1,000
6467	TRAVEL	0	7,000	7,000
	SERVICES TOTAL	0	8,000	8,000
6678	PROFESSIONAL SERVICES - OTHER	0	500	500
6750	TELECOMMUNICATION SVCS-EXTERNAL	0	5,000	5,000
6710	BLDG & GROUNDS MAINT-CONTRACTED	0	100,000	100,000
6727	EQUIPMENT RENT	0	4,000	4,000
	RENT, UTIL & MAINT TOTAL	0	109,000	109,000
6852	PRINTING INSIDE	0	200	200
6854	POSTAGE SERVICES	0	2,000	2,000
	O&M CONTRA EXPEND TOTAL	0	2,200	2,200
9806	TR/T JUVENILE COURT FUND	0	102,231	102,231
	Net Operations	0	0	0
FUND/ORG: 037-706151				
JUVENILE COURT CHILD SUPPORT				
5102	SALARIES & LABOR	3,460,578	(241,464)	3,219,114
5510	RETIREMENT SYSTEM CO A	250,892	(17,506)	233,386
5511	OPEB	259,543	(18,110)	241,433
5516	MEDICARE COVERAGE - MQFE	51,130	(3,501)	47,629
5520	GROUP LIFE INSURANCE	23,532	(1,642)	21,890
5543	CIGNA INSURANCE	273,265	(16,861)	256,404
5560	LONG TERM DISABILITY	55,370	(3,863)	51,507
5591	OJI EXPENSE	54,657	(3,743)	50,914
5592	UNEMPLOYMENT COMP	11,601	(794)	10,807
	FRINGE BENEFITS TOTAL	979,990	(66,020)	913,970
5635	LAPSE TIME RESTRICTION	(974,205)	307,484	(666,721)

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY
BUDGET AMENDMENT - DHS CHILD SUPPORT GRANT
JULY 1, 2009 - JUNE 30, 2010

ACCOUNT NUMBER	DESCRIPTION	CURRENT BUDGET	ADJUSTMENT	BUDGET AS AMENDED
FUND/ORG: 037-706153				
JUVENILE COURT CHILD SUPPORT				
9631	TR/F FED THRU STATE GRANT	0	(102,231)	(102,231)
FUND/ORG: 961-307304				
DIVISION OF PUBLIC WORKS				
4262	SERVICE INCOME (IFS FUND)	0	(2,000)	(2,000)
6068	POSTAGE	0	2,000	2,000
FUND/ORG: 961-307305				
DIVISION OF PUBLIC WORKS				
4262	SERVICE INCOME (IFS FUND)	0	(200)	(200)
6461	PRINTING - OUTSIDE	0	200	200

EXHIBIT B

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

POSITION CONTROL BUDGET AMENDMENT - DHS CHILD SUPPORT GRANT

JULY 1, 2009 - JUNE 30, 2010

POSITION NO	NAME	JOB TITLE	STATUS	%	FUND/ORG	SALARY PAY PERIOD	SALARY ANNUAL
New		Referee	Durational, FT	100%	550-706153	3,750.00	90,000
New		Referee	Durational, FT	100%	550-706153	3,750.00	90,000
New		Referee	Durational, FT	100%	550-706153	3,750.00	90,000
New		Referee	Durational, FT	100%	550-706153	3,750.00	90,000
New		Manager A	Durational, FT	100%	550-706153	3,062.00	73,488
New		Coordinator	Durational, FT	100%	550-706153	1,921.00	46,104
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
New		Prin Court Clerk	Durational, FT	100%	550-706153	1,375.00	33,000
	Total New Durational Positions, 100% IV-D, Per Pay Period					28,233.00	
	Total New Durational Positions, 100% IV-D, Per Year						677,592
870344	H. Lane	Chief Referee	Permanent, FT	30%	550-706153	1,385.61	33,255
860574	F. Hogan	Referee	Permanent, FT	30%	550-706153	1,345.45	32,291
860580	H. Horne	Referee	Permanent, FT	30%	550-706153	1,345.45	32,291
863784	S. McCall	Referee	Permanent, FT	30%	550-706153	1,345.45	32,291
870345	C. Haltom	Referee	Permanent, FT	30%	550-706153	1,345.45	32,291
980248	D. Michael	Referee	Permanent, FT	30%	550-706153	1,345.45	32,291
960062	K. Hallmann	Admin Asst	Permanent, FT	30%	550-706153	918.62	22,047
080150	T. Coupe	Coordinator	Permanent, FT	25%	550-706153	736.25	17,670
080152	Y. Joshua	Admin Tech	Permanent, FT	25%	550-706153	293.26	7,038
	DHS Funding for IV-D Portion, Per Pay Period					10,060.99	
	DHS Funding for IV-D Portion, Per Year						241,464
		TOTAL ANNUAL DHS FUNDING FOR SALARIES					919,056
870344	H. Lane	Chief Referee	Permanent, FT	30%	037-706151	-1,385.61	-33,255
860574	F. Hogan	Referee	Permanent, FT	30%	037-706151	-1,345.45	-32,291
860580	H. Horne	Referee	Permanent, FT	30%	037-706151	-1,345.45	-32,291
863784	S. McCall	Referee	Permanent, FT	30%	037-706151	-1,345.45	-32,291
870345	C. Haltom	Referee	Permanent, FT	30%	037-706151	-1,345.45	-32,291
980248	D. Michael	Referee	Permanent, FT	30%	037-706151	-1,345.45	-32,291
960062	K. Hallmann	Admin Asst	Permanent, FT	30%	037-706151	-918.62	-22,047
080150	T. Coupe	Coordinator	Permanent, FT	25%	037-706151	-736.25	-17,670
080152	Y. Joshua	Admin Tech	Permanent, FT	25%	037-706151	-293.26	-7,038
		County Funding, Per Pay Period				-10,060.99	
		County Funding, Per Year					-241,464
		PCB Component Remaining in Fund 037-706151					
870344	H. Lane	Chief Referee	Permanent, FT	70%	037-706151	3,233.09	77,594
860574	F. Hogan	Referee	Permanent, FT	70%	037-706151	3,139.34	75,344
860580	H. Horne	Referee	Permanent, FT	70%	037-706151	3,139.34	75,344
863784	S. McCall	Referee	Permanent, FT	70%	037-706151	3,139.34	75,344
870345	C. Haltom	Referee	Permanent, FT	70%	037-706151	3,139.34	75,344
980248	D. Michael	Referee	Permanent, FT	70%	037-706151	3,139.34	75,344
960062	K. Hallmann	Admin Asst	Permanent, FT	70%	037-706151	2,143.43	51,442
080150	T. Coupe	Coordinator	Permanent, FT	75%	037-706151	2,208.75	53,010
080152	Y. Joshua	Admin Tech	Permanent, FT	75%	037-706151	879.72	21,113
		County Funding, Per Pay Period				24,161.69	
		County Funding, Per Year					579,881

FRINGE BENEFIT CALCULATIONS - Maintenance Level
FY10 Maintenance Level Budget (Form PCB-3)

Fund-Org #: _____ **Cost Center #** _____ **Date:** _____

Instructions : ***Fringe Benefits will be calculated automatically on this form for any FY10 salary changes listed on PCB-1 for Permanent/Durational or Temporary employees. Health insurance does not change for salary adjustments - only for new positions requested on PCB-6 for Increase Levels.***

PCB-1	ACCOUNT 5102 - PERMANENT OR DURATIONAL EMPLOYEES					Pension	OPEB	FICA	MQFE	Group Life	LTD	OJI	Unemploy	Total	
	Position Number	Position Title	# of Positions	Salary Change	Health Insurance	7.250% 5510	7.500% 5511	6.200% 5515	1.450% 5516	0.680% 5520	1.600% 5560	1.550% 5591	0.329% 5592	Fringe Cost	TOTAL
1)		9 positions		919,056	60,696	66,632	68,929	N/A	13,326	6,250	14,705	14,245	3,024	247,807	1,166,863
2)						0	0	N/A	0	0	0	0	0	0	-
3)		split positons		241,462	16,861	17,506	18,110	N/A	3,501	1,642	3,863	3,743	794	66,020	307,482
4)						0	0	N/A						0	-
5)						0	0	N/A	0	0	0	0	0	0	-
6)						0	0	N/A	0	0	0	0	0	0	-
7)						0	0	N/A	0	0	0	0	0	0	-
8)						0	0	N/A	0	0	0	0	0	0	-
9)						0	0	N/A	0	0	0	0	0	0	-
10)						0	0	N/A	0	0	0	0	0	0	
11)						0	0	N/A	0	0	0	0	0	0	
12)						0	0	N/A	0	0	0	0	0	0	
	TOTAL PERMANENT:		0	1,160,518	N/A	84,138	87,039	N/A	16,828	7,892	18,568	17,988	3,818	313,827	1,474,345

PCB-1 TEMP	ACCOUNT 5109 - TEMPORARY EMPLOYEES					5510	5511	5515	5516	5520	5560	5591	5592	TOTAL
1)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
2)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
3)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
4)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
5)	0	0		-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0
	TOTAL TEMPORARY:		0	-	N/A	N/A	N/A	0	0	N/A	N/A	0	0	0

GRAND TOTAL:	0	1,160,518	N/A	84,138	87,039	0	16,828	7,892	18,568	17,988	3,818	313,827

Position Number	Total Salary	GRANT FUND 550-706153		GENERAL FUND 037-706151		insurance	
870344	110,849	30%	33,255	70%	77,594	10228	
860574	107,635	30%	32,291	70%	75,345	8982	
860580	107,635	30%	32,291	70%	75,345	10228	
863784	107,635	30%	32,291	70%	75,345	8982	
870345	107,635	30%	32,291	70%	75,345	8982	
980248	107,635	30%	32,291	70%	75,345	0	
960062	73,489	30%	22,047	70%	51,442	0	
80150	70,680	25%	17,670	75%	53,010	4400	
70108	28,152	25%	7,038	75%	21,114	4400	
TOTAL	821,345		241,462		579,883	56202	
						16861	30%
						39341	70%

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF HUMAN SERVICES AND MEMPHIS & SHELBY COUNTY JUVENILE COURT

This Grant Contract, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the 'State" and Shelby County Government on behalf of Memphis & Shelby County Juvenile Court, hereinafter referred to as the "Grantee," is for the provision of IV-D child support services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 62-6000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. The Grantee 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 its implementing federal and state regulations.

A.3. The Grantee shall establish and maintain professional working relationships with the local Title IV-D child support enforcement office and the State.

A.4. The Grantee shall retain the number of referees necessary to perform the services specified in this contract within the time frames required. All referees retained to perform services shall be attorneys 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 referee.

A.5. The Grantee agrees that Title 45, Sections 303.101,304.20,304.21,304.22, and 304.23 of the Code of Federal Regulations, as amended, shall serve to designate those specific activities performed by referees for which reimbursement is available. The provisions of the above-cited regulations are hereby incorporated into this document by specific reference.

A.6. The Grantee shall docket all IV-D cases as soon as possible. The Grantee shall, at a minimum, docket ninety percent (90%) of IV-D cases served within ninety (90) days from the date of service.

A.7. The Grantee 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 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.8. The Grantee shall, in those cases heard by referees 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.9. The Grantee shall ensure that the functions performed by the referee 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 support liability and stipulated agreements setting the amount of support to be paid; and, e) 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 Grantee.

A.10. The referee 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.11. The Grantee shall ensure that referees utilize any standard order forms required by the State on Title IV-D cases.

A.12. The Grantee 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 TCA Sections 38-1-305, 38-1-306, 39-13-504, 39-13-506, and 39-13-522.

A.13. The Grantee certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency and meet all requirements provided in 45 CFR Part 76, regarding debarment, suspension, and other responsibility matters.

A.14. The Grantee shall ensure that all support payments are made by the obligor directly to the State, so that the State may comply with the child support distribution provisions of Title IV-D.

A.15. The Grantee shall immediately respond to the State on any requests for case status or information.

A.16. The Grantee shall advise the State of any significant changes in court filing procedures occurring within the district.

A.17. The Grantee 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.18. The Grantee shall submit quarterly reports. Such reports shall include the total number of referrals received during the reporting quarter. The State shall determine the Grantee's level of compliance with the performance measures specified in Section A.6. and A.7. based upon these reports. Upon a determination by the State that the Grantee has failed to attain the requisite percentage specified in Section A.6. and A.7., the Grantee 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 Grantee to attain the threshold required. If, after the ninety (90) day corrective action period, the Grantee is still unable to properly perform its obligations under this Grant Contract, the State shall consider terminating the Grant Contract as provided for in Section D.4.

A.19. The Grantee shall, if requested, ensure that key personnel attend any meetings sponsored by the State.

A.20. The Grantee 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.21. The Grantee 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.22. The Grantee 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.

A.23. The Grantee agrees that the percentage of costs of salaries paid to referees 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 Section 71-3-124. The Grantee 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.24. The Grantee shall be responsible for reporting all non-federal matching funds.

A.25. The State will offer, at no charge to the Grantee, telephone interpreter service.

A.26. The State shall furnish and maintain any computer hardware required to fulfill the terms of this Grant Contract.

A.27. The State will evaluate the need for a Contract Amendment, should the workload warrant, or should the number of IV-D cases heard by the part-time referees increase.

B. GRANT CONTRACT TERM:

B.1. This Grant Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

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

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Four Hundred Seventy-Three Thousand Eight Hundred Ninety-one Dollars and No Cents ($1,473,891.00). The Grant Budgets, attached and incorporated herein as a part of this Grant Contract as Attachments A and A-1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. 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.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee 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 and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Charles Bryson
Department of Human Services
Child Support Services
400 Deaderick Street, 6th Floor
Nashville, TN 37243-1403

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Human Services, Division of Child Support Services;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;

(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

e. The Grantee shall submit invoices within Forty-Five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. Invoices submitted more than Forty-Five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within Forty-Five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract (including any adjustment pursuant to section C.7.a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.11. Unallowable Costs. The Grantee'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 or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least One Hundred Fifty (150) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any 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 Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Human Services." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf). The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Prevailing Wage Rates. All grants and 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.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant 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 Grant Contract shall be construed to create a principal/agent 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 Grantee, being a political subdivision of the State, 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.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant 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.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, 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.24. Completeness. This Grant 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 Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant 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 Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant 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 Grant 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 Grant 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:

Ken Hall
Department of Human Services

400 Deaderick Street
Citizens Plaza Building – 12th Floor
Nashville, TN 37243-1403
ken.hall@tn.gov
Telephone # (615) 313-5208
FAX # (615) 532-2791

The Grantee:

Larry Scroggs
Memphis & Shelby County Juvenile Court
616 Adams Avenue
Memphis, TN 38105
scroggs-l@shelbyjuvenilecourt.com
Telephone # (901) 405-8518
FAX # (901) 405-8839

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 Grant 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 Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E. 5. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State

for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant 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 Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E. 6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Fund source, State grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

E.8. 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 Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee 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 Grant Contract.

E.9. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.10. Confidentiality of Records. The Grantee agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Section 71-1 -13 1, Section 71 -3 -119 and all other applicable State and Federal law and regulations).

E.10.a. All material and information provided to the Grantee by the State or acquired by the Grantee on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State 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 Grantee to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

E.10.b. The Grantee 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 Grant Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding, conducted pursuant to this Grant Contract. The Grantee agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section.

E.10.c. The safeguards so provided shall also prohibit disclosure to any legislator, legislative or other committee or legislative body, of any information which identifies by name or address any such applicant or recipient, except as otherwise permitted by law.

E.10.d. The Grantee agrees that any Federal or State tax related information will be treated as confidential, and will be used solely for purposes of administering the child support program, unless otherwise required by law .

E.10.e. It shall be the Grantee'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.

E.10.f. The Grantee'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 Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

E.10.g. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

MEMPHIS & SHELBY COUNTY JUVENILE COURT:

5/29/09

LARRY SCROGGS, CHIEF ADMINISTRATIVE OFFICER **DATE**

SHELBY COUNTY GOVERNMENT:

A C WHARTON, JR., MAYOR **DATE**

APPROVED AS TO FORM:

ASST. COUNTY ATTORNEY / CONTRACT ADMINISTRATOR **DATE**

DEPARTMENT OF HUMAN SERVICES:

VIRGINIA T. LODGE, COMMISSIONER **DATE**

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION **DATE**

COMPTROLLER OF THE TREASURY **DATE**

ATTACHMENT A
GRANT BUDGET
(GRANT BUDGET PAGE 1)

GRANTEE:	SHELBY CO. GOVERNMENT ON BEHALF OF MEMPHIS AND SHELBY CO. JUVENILE COURT			
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period				
BEGINNING:	July 1, 2009	ENDING:	June 30, 2010	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	$606,577.00	$0.00	$606,577.00
2	Benefits & Taxes	$209,289.00	$0.00	$209,289.00
4, 15	Professional Fees/Grant & Awards [2]	$330.00	$0.00	$330.00
5	Supplies	$9,240.00	$0.00	$9,240.00
6	Telephone	$3,300.00	$0.00	$3,300.00
7	Postage & Shipping	$1,650.00	$0.00	$1,650.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$2,640.00	$0.00	$2,640.00
10	Printing & Publications	$660.00	$0.00	$660.00
11, 12	Travel / Conferences & Meetings	$5,280.00	$0.00	$5,280.00
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]	$330.00	$0.00	$330.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (per Shelby Co. plan)	$67,472.00	$0.00	$67,472.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	GRAND TOTAL	$906,768.00	$0.00	$906,768.00

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT A (continued)
GRANT BUDGET LINE-ITEM DETAIL
(GRANT BUDGET PAGE 2)

[PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
System Consultation	$330.00
TOTAL	**$330.00**

[OTHER NON-PERSONNEL]	AMOUNT
Collaboration/Outreach	$330.00
TOTAL	**$330.00**

ATTACHMENT A-1
GRANT BUDGET
(GRANT BUDGET PAGE 1)

GRANTEE:	SHELBY CO. GOVERNMENT ON BEHALF OF MEMPHIS & SHELBY CO. JUVENILE COURT
PROGRAM AREA:	CHILD SUPPORT ENFORCEMENT - NON-RECURRING SUPPLEMENT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period

BEGINNING:	June 1, 2009	ENDING:	June 30, 2010

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	$312,479.00	$0.00	$312,479.00
2	Benefits & Taxes	$107,815.00	$0.00	$107,815.00
4, 15	Professional Fees/Grant & Awards [2]	$170.00	$0.00	$170.00
5	Supplies	$4,760.00	$0.00	$4,760.00
6	Telephone	$1,700.00	$0.00	$1,700.00
7	Postage & Shipping	$850.00	$0.00	$850.00
8	Occupancy	$100,000.00	$0.00	$100,000.00
9	Equipment Rental & Maintenance	$1,360.00	$0.00	$1,360.00
10	Printing & Publications	$340.00	$0.00	$340.00
11, 12	Travel / Conferences & Meetings	$2,720.00	$0.00	$2,720.00
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]	$170.00	$0.00	$170.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (per Shelby Co. plan)	$34,759.00	$0.00	$34,759.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	GRAND TOTAL	$567,123.00	$0.00	$567,123.00

[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: www.state.tn.us/finance/rds/ocr/policy03.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT A-1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(GRANT BUDGET PAGE 2)

[PROFESSIONAL FEE/ GRANT & AWARD]	AMOUNT
System Consultation	$170.00
TOTAL	**$170.00**

[OTHER NON-PERSONNEL]	AMOUNT
Collaboration/Outreach	$170.00
TOTAL	**$170.00**