AMENDMENT ONE
OF GRANT CONTRACT 35981

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

1. Grant Contract section A.18. is deleted in its entirety and replaced with the following:

   A.18. The State shall determine the Grantee's level of compliance with the performance measures specified in Section A.7. and A.8. based upon monthly reports to be submitted by the Grantee. The Grantee shall use Attachment A to this Grant Contract for the submission of these reports, and the reports shall be submitted within twenty (20) calendar days of the end of the reporting month. Upon a determination by the State that the Grantee has failed to attain the requisite percentage specified in Section A.7. and A.8., 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.

2. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

   B.1. Grant Contract Term. This Grant Contract shall be effective for the period beginning July 1, 2013, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty-Nine Thousand Four Hundred Fifty-Three Dollars and No Cents ($59,453.00). The Grant Budget, attached and incorporated hereto as Attachments B, and B-1, shall constitute the maximum amount due the Grantee for all service and Grantee 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.

4. Grant Contract section E.2. is deleted in its entirety and replaced with the following:

   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, Director, Metrics Management and Reporting
   Department of Human Services
   400 Deaderick Street
   Citizens Plaza Building – 14th Floor
   Nashville, TN 37243-1403

ken.hall@tn.gov
Telephone: (615) 313-5208
FAX: (615) 532-2791

The Grantee:

Lisa Nolen, Finance Director
Rutherford County Finance Department
Courthouse – Suite 201
Murfreesboro, TN 37130
lnolen@rutherfordcountytn.gov
Telephone: (615) 898-7795
FAX: (615) 904-7526

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

5. Grant Contract section E.6. is deleted in its entirety and replaced with the following:

E.6. 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 Sections 71-1-131, 71-3-119, 45-10-101 et seq., 45-10-118,and 50-7-701, 45 Code of Federal Regulations Sections 205.50, 303.21, and 307.13; 26 U.S.C. Section 6103(*l*); 42 U.S.C. Sections 653, and 1320b-7), and all other applicable State and Federal laws regulations and any and all data-sharing agreements between the Tennessee Department of Human Services and the Federal Government, specifically including, but not limited to, the SDS-BENDEX-SVES for 1137 and/or Child Support Benefit Programs Data Matching Agreement between the Social Security Administration and the Tennessee Department of Human Services.

(a) All material and information provided to the Grantee by the State or acquired by the Grantee on behalf of the State from any non-public source whether verbal, written, electronic data, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State and Federal law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

(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 Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding conducted pursuant to this 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.

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

(d) The Grantee agrees that any Federal or State tax related information will be treated as confidential as set forth in this section, and will be used solely for purposes of administering the child support program, unless otherwise required by law.

(e) It shall be the 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. Confidential information shall be destroyed completely by a method that assures complete obliteration, removal, or destruction to preclude recognition or reconstruction of the confidential information.

(f) The 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 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.

(g) In performance of this Contract, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements regarding Federal Tax Information (FTI):

1) All work will be done under the supervision of the Grantee or the Grantee's employees.

2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Grantee is prohibited.

3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

4) The Grantee certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility; no output will be retained by the Grantee at the time the work is completed. If immediate purging of all data storage components is not possible, the Grantee certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or its designee. When this is not possible, the Grantee will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

7) No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval from the State.

8) The Grantee will maintain a list of employees having authorized access. Such list will be provided to the State upon request and, upon request, to the IRS reviewing office.

9) The State will have the right to void the Contract if the Grantee fails to provide the safeguards described above.

(h) Criminal /Civil Sanctions: Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars ($5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars ($1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

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

(i) Inspection: The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Grantee for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Grantee is found to be non-compliant with Contract safeguards.

(j) The Grantee agrees, and understands, that access to FTI must be preceded by certification that all personnel of the Grantee and its subgrantees understand security policy and procedures for

safeguarding IRS information. Training provided prior to initial certification, and annually thereafter, must include, but not be limited to, Incident Response policy and procedures for reporting unauthorized disclosures and data breaches. Further, the Grantee agrees that all personnel of the Grantee, and all personnel of subgrantees performing services under this Contract for the Grantee, authorized to handle Federal tax related information will sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be maintained by the Grantee, along with a current list of its employees, and those of its subgrantees, performing services under this Contract. These IRS Confidentiality Forms, and the list of Grantee's employees and those of its subgrantees performing services under this Contract, shall be made available to the State and the IRS upon request.

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

6. The following is added as Grant Contract section E.11.:

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee'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 sub awards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or 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 Grantee'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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.

c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

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

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

7. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.
8. Grant Contract Attachment B-1 attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2014. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

RUTHERFORD COUNTY JUVENILE COURT:

ERNEST G. BURGESS, COUNTY MAYOR DATE

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER DATE

ATTACHMENT A

RUTHERFORD COUNTY JUVENILE COURT
CHILD SUPPORT MAGISTRATE, NAME, DOCKET DETAIL
REPORTING PERIOD:

DOCKET INFORMATION:											OUTCOME:								
Date	County	Docket Type (ES, EN, or MO)	Total No. of Cases	Set Support/ Paternity	Modification	Medical Only	Show Cause/ Contempt	UIFSA	Other		Issue Extra. Process	Contempt	NS/NR	Continue Sup/Pat Contempt	Other	Order of Support	Paternity Only	Pat. & Support	Sum of Outcomes
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TOTAL			0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0

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.

ATTACHMENT B-1

GRANT BUDGET

(BUDGET PAGE 1)

GRANTEE:	**RUTHERFORD COUNTY JUVENILE COURT**
PROGRAM NAME:	**CHILD SUPPORT ENFORCEMENT**

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:

BEGINNING:	**July 1, 2014**	**ENDING:**	**June 30, 2015**

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries	$23,431.00	$12,070.00	$35,501.00
2	Benefits & Taxes	$4,898.00	$2,523.00	$7,421.00
4, 15	Professional Fees/Grant & Awards [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance to Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
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 other budget line-items)	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$28,329.00**	**$14,593.00**	**$42,922.00**

[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.state.tn.us/finance/act/documents/policy3.pdf).

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

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.