

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2014	End Date June 30, 2015	Agency Tracking # 35910-20369	Edison ID 38695		
Contractor Legal Entity Name Rutherford County Juvenile Court			Edison Vendor ID 0041		
Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		CFDA #			
Service Caption (one line only) Day Treatment – Academic and Behavioral Remediation					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	417,696.00	0.00	0.00	0.00	417,696.00
TOTAL:	417,696.00	0.00	0.00	0.00	417,696.00
American Recovery and Reinvestment Act (ARRA) Funding:				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
RUTHERFORD COUNTY JVEUNILE COURT**

This Grant Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the 'State" and Rutherford County Juvenile Court , hereinafter referred to as the "Grantee," is for the provision of Day Treatment – Academic Behavioral Remediation, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0041

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall provide services designed to meet a variety of needs including preventing students from dropping out of school, providing another educational option, or providing academic/behavioral remediation. Educational programs may include, but not limited to: an emphasis on individualized assessment and instruction, a focus on basic academic skills, social services (e.g., counseling or social skills instruction) and/or community or work-based learning.
- A.3. The Grantee shall provide the services and outcomes detailed in Attachment A (approved grant proposal).

The anticipated outcomes of this program are:

- a. Reduce to zero (0) or maintain at zero the number of children committed to state custody for truancy, as demonstrated by court records;
 - b. Compared to the previous school year, reduce the number of children under age 18 who drop out of school, as demonstrated by school system records; and
 - c. Ninety percent (90%) of children will not enter state custody for any reason except for children removed by DCS due to dependency or neglect, as demonstrated by program records;
 - d. Ninety percent (90%) of children completing the program will not re-offend within one year of discharge from the program, as demonstrated by juvenile court records; and
 - e. The Grantee shall serve approximately sixty five (65) unduplicated children during the term of this Grant.
- A.4. kidcentraltn.com
- a. Under the guidance of their Gatekeeper, Grantee shall create and maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. Grantee may have more than one service which is appropriate for the directory. The Gatekeeper will provide instructions for which services should be included in the directory. Grantee shall update its agency program profile(s) in the designated state services directory at least every six months. In addition, Grantee shall update its agency program profile(s) within ten (10) business days of any change in information.

- b. If Grantee has a website, they must link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentral tn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, State can provide specific copy, links, and images for those features.

If Grantee uses State funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee must place the kidcentral tn logo on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. State provides the kidcentral tn logo at the following link <http://tn.gov/generalserv/ba09p/>. If Grantee would like to apply the full kidcentral tn brand to print materials such as brochures, flyers, posters, or postcards, State also provides those templates at the following link <http://tn.gov/generalserv/ba09p/>.

This kidcentral tn logo requirement does not apply to materials that have already been printed or designed. This kidcentral tn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentral tn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2014, 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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Seventeen Thousand Six Hundred Ninety Six Dollars (\$417,696.00). The Grant Budget, attached and incorporated hereto as Attachment B, 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.
- 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 reimbursed 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, and present such to as Attachment C :

Elvie Newcomb
 Department of Children's Services
 Division of Juvenile Justice
 9th Floor, Cordell Hull Building
 436 6th Avenue North
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Children's Services/Juvenile Court Prevention Services.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. 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.
 - d. The Grantee must close out its accounting records at the end of the contract 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 and 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 contract 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 period 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 contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, 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 as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee 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. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, 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).
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant 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. Except as specifically provided herein, this Grant 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 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 thirty (30) 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, each shall contain, at a minimum, sections of this contract 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 handicap or 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 State of Tennessee." 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 duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- 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 other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) 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 is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, 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:

Elvie Newcomb, Grants Manager
 Dept. of Children's Services
 Div. of Juvenile Justice
 436 Sixth Avenue North
 Cordell Hull Bldg., 9th Floor
 Nashville, TN 37243
Elvie.Newcomb@tn.gov
 Telephone # 615-253-7715
 FAX # 615-741-2259

The Grantee:

Hon. Donna Scott Davenport
 Rutherford County Juvenile Court
 1710 South Church Street, Ste. 1
 Murfreesboro, TN 37130
 Telephone # 615-217-0061
 FAX # N/A

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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. 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 Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.6. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.7. Prohibited Advertising. The Grantee shall not refer to this Grant or the Grantee's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant in perpetuity.

- 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. Disclosure of Personal Identity Information. The Grantee shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.10. Drug -Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8103.
- E.11. Not a DCS Employee. The Grantee shall inform the client in writing that the Grantee is a private provider and not an employee of the State.
- E.12. Criminal Background Check. Prior to the provision of any services for this Grant, all Grantee personnel performing work under this Grant shall provide fingerprint samples to effect a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. Grantee personnel can obtain specific procedural information for the submission of fingerprints by e-mailing the DCS Internal Affairs office at: dcx.ia.fp@tn.gov.

The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.

- E.13. Evidence-Based Programs. Pursuant to Tenn. Code Ann. § 37-5-121, the Department of Children’s Services is prohibited from expending state funds on any juvenile justice program or program related to the prevention, treatment or care of delinquent juveniles, including any service model or delivery system in any form or by any name, unless the program is evidence-based. “Evidence-based” means a program or practice that is governed by a program manual or protocol that specifies the nature, quality, and amount of service that constitutes the program; and scientific research using methods that meet high scientific standards for evaluating the effects of such programs must have demonstrated with two (2) or more separate client samples that the program improves client outcomes central to the purpose of the program.

The Grantee and any of the Grantee’s subcontractors shall cooperate with the State in evaluating whether its services are evidence-based or otherwise, and will provide program and service details, efficacy data and any information required or requested by the State, consistent with State and federal law regarding confidentiality, for the purpose of complying with this statute for monitoring and quality control. The Grantee further acknowledges and understands that the intent of the law is to discontinue programs and services that are not supported by the evidence of impartial scientific investigation as outlined by statute, rules and regulations which have been, or may be, promulgated by the Department of Children’s Services. By affixing its signature below, the Grantee understands and agrees that the Department of Children’s Services is compelled by law to terminate this Grant instrument if services with any Grantee or the Grantee’s subcontractor(s) are not proven to be evidence-based and if continuation of this Grant shall cause the Department of Children’s Services not to be in compliance with such statute within the timetable set forth in Tenn. Code Ann. § 37-5-121.

- E.14. Grantee Participation. Grantee Participation amount(s) detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.15. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.16. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.17. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.
- a. The Grantee shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

- b. At any time State may require the Grantee to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract.
- E.18. 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 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).

IN WITNESS WHEREOF,

RUTHERFORD COUNTY JUVENILE COURT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF CHILDREN'S SERVICES:

JAMES M. HENRY, COMMISSIONER

DATE

**Attachment A
Program Narrative**

A) Category and Description

Rutherford County, Tennessee will contract through Genesis Learning Centers for the provision of **Day Treatment – Academic and Behavioral Remediation** programming focusing on academic as well as behavioral remediation. Services provided include, but are not limited to, the prevention of students dropping out of school, provision of educational alternatives for those with limited options, as well as provision of academic and behavioral remediation to “youth at risk” whose social function in school and community has been unsatisfactory.

The Genesis Rutherford County Teen Learning Center, hereafter referred to as RCTLC, currently serves between 22-26 youth on a daily basis who are referred through the Rutherford County Juvenile Court. The program typically maintains a combined waiting list of 2-12 on our traditional educational program and High School Equivalency/GED program list.

As of February 2014, 95% of Rutherford County Teen Learning Center students served remained out of state’s custody and 90% of those discharged from the program were discharged successfully. Six students have received a GED. Five students are currently planning to take the HiSET test which has replaced the GED as of January 1, 2014. Two students will be granted a regular academic diploma in May of 2014.

These are the current FY 13-14 statistics as of 2/20/14 for RCTLC:

Number of students served: 46

Number of GED Graduates: 6

Number of students transitioned to public school: 1

Number of Students in State’s custody: 2

Percentage of Successful Discharges: 90%

Number of Students receiving Regular Education Diploma: 1

End of Year Projections:

Number of Students Served: 65

Number of GED/HiSet: 10

Number of students transitioning to public school: 10

Number of students in State's custody: 2

Percentage of Successful Discharges: 90%

Number of Students receiving Regular Education Diploma: 2

**Successful Discharge means the student completed the treatment program and was discharged at that point. Students who may move away or enter another treatment program are also counted as successful discharges.*

B) Statement of Need

The Rutherford County Teen Learning Center is the only program available within Rutherford County to provide alternative education and therapeutic/behavioral intervention and counseling for youth who have been expelled from the public school system and who have come to the attention of the courts.

According to the Tennessee State Courts Annual Report for January through December 2012, the Juvenile Court of Rutherford County heard 1661 cases involving 1241 juveniles. Forty-eight children went into state custody for a commitment rate of 3.8% for cases heard. No child went into custody based on truancy. There were 236 (10.91%) cases of truancy heard by the court. Sixty-nine (3.19%) were cases of unruly.

There were 34 (1.57%) cases of sale of a controlled substance and 61 (2.82%) other drug offenses. Over six percent of cases were for possession of a controlled substance. Nine (.42%) of the cases heard included charges of DUI (driving under the influence) and an additional 57 cases (2.62%) were for possession of contraband.

Nine cases of carrying weapons to school were heard along with 27 charges of unlawful possession of a weapon.

Truancy in Rutherford County Schools has averaged about 6% during 2010, 2011, and 2012. The dropout rate was 7.1% in 2010, dropping to 3.4% in 2012. As Rutherford County continues to grow, it is anticipated that while the percentage of youth dropping out may remain static, the actual number of youth will increase; placing even more students at risk.

One of the biggest problems related to delinquency and truancy in Rutherford County is the lack of programs available to address the growing needs of teens. RCTLTC is the only option of its kind available to parents of students who have been expelled from the public school system, especially due to "Zero Tolerance" expulsions. These expulsions keep students out of the public school system for one full calendar year and without the services we provide, a large number are falling further behind. When they are able to return, many return with other charges and are significantly behind their peers academically, thus adding to the number of delinquent, drug/alcohol and unruly cases heard in juvenile court. Home school and virtual options become difficult for parents due

to the cost of enrollment, not having a computer in the home, and/or lack of parent supervision.

RCTLTC provides tuition free, alternative education and therapeutic counseling for these youth. Our program serves the needs of both the regular and special education population and offers either a regular curriculum or the HiSET preparation program (formerly the GED Program) to each student that enters.

Many times students are truant because special needs are not being identified in the public setting and out of frustration, embarrassment, and an inability to keep up with classroom and graduation requirements, students stop attending. Once truancy is filed and the case ends up in court, parents have few options. RCTLTC provides alternatives to these youth who are at risk through the offering of an age waiver to take the HiSET or GED at age 17. Many of these youth have reached the age of 17 and have few credits. Since 2007, RCTLTC has been very successful providing an alternative to dropping out for well over 525 youth served in the last six years.

Virtually every child referred to RCTLTC brings with him/her a myriad of issues ranging from drug and alcohol abuse, gang affiliation, mental health issues, and other delinquency related problems. RCTLTC offers direct services as well as service linkage within the community for numerous issues identified either before or after enrollment. RCTLTC has a success rate of over 90% keeping youth out of custody as well as successful transition into the community at large.

In summary, the age of the Target Population is 14 to 18 and consists of youth who have been brought to the attention of juvenile court due to problems in school and the community resulting from low self-esteem, limited socialization skills, poor attendance, poor academic performance, insufficient credits, and behaviors deemed as "zero tolerance" (drug and weapon possessions), which result in a full year expulsion from the public school system. In addition to preventing youth served from going into custody and strengthening family and community ties, the program intends to equip youth for successful transition into the public school system and society. Each participant will focus on HiSET (GED) preparation and testing, or academic credit recovery and return to public school or academic graduation. Services will be tailored to the needs of each child and family in order to break the cycle of juvenile court involvement, truancy, as well as prevent placement in state custody. It is anticipated that the RCTLTC will serve approximately 65 youth this FY 14-15 funding period.

C) Outcomes and Commitment Reductions

The Rutherford County Teen Learning Center is designed to prevent or reduce the number of children committed to state custody for truancy and reduce the number of students who drop out of school under the age of 18.

The program enables children and youth at imminent risk of entering state custody to eliminate or reduce the problems that led to their needing care while remaining in their

home and community. This program provides educational/therapeutic services to “youth at risk”, whose social function in school has been unsatisfactory. This program continues to prevent youths from ever entering state custody, and strengthens the youths’ ties and relationships with their family and community. The outcomes and commitment reductions for contract school year 2014-2015 are as outlined below:

- a. Reduce to zero (0) or maintain at zero the number of children committed to state custody for truancy, as demonstrated by court records;
- b. Compared to the previous school year, reduce the number of children under age 18 who drop out of school, as demonstrated by school system records;
- c. Ninety percent (90%) of children will not enter state custody for any reason, except for children removed by DCS due to dependency or neglect, as demonstrated by program records;
- d. Ninety percent (90%) of children completing the program will not re-offend within one year of discharge from the program, as demonstrated by juvenile court records; and
- e. The grantee shall serve approximately 50 unduplicated children during the term of this grant.

D) Description of Services and Activities

RCTLTC continues to provide a curriculum of core classes and administer all required state proficiency tests. All teachers are appropriately certified and highly qualified. Student success is largely due to the opportunities for academic enrichment that are made available to each student by way of daily homework assignments, and study hall.

Not only did our students excel last year but, records indicate consistent proficiency over the past seven years in the End of Course subjects. Other factors contributing to this success are small class sizes that allow for individualized help, teaching according to state curriculum standards, utilizing a curriculum that coincides with that of the public school system, and consistent reinforcing of academic achievement through weekly star student awards, praise, and honor roll banquets that recognize the academic performance of all students who maintain an 80% or better average.

Classroom opportunities such as those notated, reduce the commitment rate by giving students a chance to experience academic success, thus giving them a reason to remain in school. For those with truancy issues, transportation is provided daily to and from school and a perfect attendance breakfast is given as an incentive each week to all students who had 100% attendance the previous week.

For students who are at least 17 and at risk of failing or dropping out of school, we offer the HiSET (High School Equivalency Test) as an alternative. Upon entry, students are

pre-tested and given classroom instruction in preparation for the official exam. Once students have tested proficient on the practice test, they are registered to take the official exam in hopes of receiving their High School Equivalency Diploma.

Students, who desire to remain on the credit path but are lacking sufficient credit to be classified at grade level, are provided credit recovery through the Edmentum web-based curriculum. When our students are given the opportunity to recover credits it renews their desire to graduate and gives them something positive to work towards. Annual commencement ceremonies also inspire students to complete school.

In addition to the academic component, we believe a strong focus on social skills helps reduce the commitment rate. Students benefit from individual and group counseling, which is conducted three times a week. Counselors address topics such as anger and stress management techniques, moral reasoning, self-esteem building, team building, job readiness, and independent living skills.

All students who attend the RCTLTC participate in community service projects which teach them the value of giving back to their communities. This year our students had food drives for Thanksgiving and Christmas with 20 large boxes of food for Salvation Army, Angel Tree for Christmas, Valentines to local Veterans Administration Hospital, fund raising for Autism Speaks, cards to service men and women, and recycling donations for local homeless.

We continue to implement several student incentive programs designed to inspire students to strive for excellence and to take pride in their successes. The significance of these programs is difficult to quantify. However, when students earn "bus rider of the week" or "student of the week" or "honor roll list", their pride at having finally achieved something positive in their school life is priceless. Additional recognitions include: most improved, caught being good, committee team captains, as well as various academic achievements.

The availability of the aforementioned services upon entry into the program, and strong parental involvement as documented by weekly student reports, phone contacts, quarterly report cards, and child and family team meetings, will help reduce the commitment rate to state custody and help us continue to meet the outcomes as outlined in this contract.

Our social worker serves as liaison to facilitate appropriate services to meet the needs of each child while in the program. The following is a list of services within the community that we worked closely with to benefit our students:

1. Community Services Agency
2. Department of Children's Services
3. Rutherford County Public Schools Truancy Review Board
4. Youth Villages Mobile Crisis Team
5. Juvenile Court Programs (Alternative Values, Operation Integrity Drug Education, Anger Management, Parenting)

6. Big Brothers/Big Sisters
7. Crisis Intervention Center
8. Youth Villages
9. Centerstone Mental Health Agency
10. Branches
11. Camelot Care Centers
12. Generations Mental Health Center
13. MTSU
14. Bradford Treatment Centers
15. Planned Parenthood
16. Rutherford County Health Department
17. Boys and Girl Club
18. Job Corp
19. Oak Plains
20. Tennessee Technology Center
21. Rutherford County Adult Education Center
22. Youth Can
23. The Guidance Center
24. Kid Link
25. Health Connect of America
26. Arrowhead Ranch
27. Natchez Trace
28. Salient Life
29. Alcoholics Anonymous.
30. Council for Drug and Alcohol Services(CADAS)

RCTLTC provides a 35 hour a week, Department of Education approved, alternative educational program for youth 14-18 years of age. These youth have been brought to the court's attention due to school/community problems resulting from low self-esteem, little or no socialization skills, and poor academic performance. These youth seem unaffected by traditional disciplinary procedures and may not be identified with special education needs, though these needs may be present. The youth will exit the program with the ability to function in these environments in socially acceptable and productive ways.

Core features essential for the RCTLTC's effectiveness:

1. State Approved School Program - This enables the youth to continue their efforts toward graduation, earning Carnegie credits toward a high school diploma or preparing for a High School equivalency Exam. The GED will no longer be offered by the Tennessee Technology Center in Rutherford County. The HiSET exam will be offered instead. Students who prefer to take the GED may do so online with the age waiver offered by our program.
2. Innovative Educational Program - The smaller setting with additional individualized attention allows us the ability to provide innovative services to meet the needs of each of our clients.

Areas addressed include:

- Focus on Individualized Treatment Plan – assessment of problem areas, specific behavioral/academic goals, schedule of participation, implementation and evaluation.
 - Highly motivational experiential learning program based on individual needs/abilities and learning styles
 - Strong behavior management model focusing on appropriate classroom interactions. Students learn alternate methods of conflict resolution to replace aggressive behaviors which can be generalized into the home and work environment.
 - Educational strategies integrated with technology provide reinforcement for traditional class work and ensures individualization and success in learning
 - Job readiness training to promote financial independence and self-esteem building may be offered to assist students in writing resumes, completion of applications for employment, etc. as needed.
 - Cultural diversity and socialization focusing on improved community relations; this includes community service activities
 - Independent-living skills training that focuses on appropriate nutrition, homecare skills, hygiene and community transportation
 - The program provides a safe and clean environment which proves to be conducive to learning. In addition, students are searched daily, and traffic into and out of the building is closely monitored.
 - Personal finance course that teaches practical math skills to transitioning students.
 - Teachers are Highly Qualified as evidenced by passing Praxis Exams in the areas of instruction/ certification in Special Education
 - Common Core Curriculum is utilized by the educational staff
3. Group and Individual Counseling – Weekly group counseling conducted by case manager centers on such areas as self-concept, values, decision making, goal setting, crisis intervention and cognitive behavior management, as well as vocational issues that focus on enhancing job readiness and independent living skills. Case managers also provide individual counseling to each student depending on the student's individual need. All materials for these groups are Evidenced-based with documented results. The "Smart Moves" curriculum was implemented this year to assist students in making healthier choices. Aggression Replacement (ART) activities are available to teach anger management skills. Guided imagery, progressive muscle relaxation, and deep breathing techniques are taught using established evidence-based techniques. A Cognitive-Behavioral approach is used to assist students in making better choices, increasing self image, correcting maladaptive patterns of behavior, etc. Linkage to needed community services is provided as indicated.
4. School and community transitional services and aftercare – The Aftercare Program began in May of 2001 in order to ensure a smooth, successful transition back into the mainstream population. The program requires case management to

have documented monthly contacts with each child successfully released who successfully transitioned back to public school. The case manager addresses topics such as academic achievement, transition concerns, conflict resolution/anger management, goal setting/values clarification, and decision making depending on the student's individual need. Students are given an opportunity to address and discuss any difficulties they may be facing during their transitional period. After the successful release of the child from the program, the child will participate in the aftercare program for one year following their release date or until the youth has reached the age of majority.

5. Agency Coordination – Results in all involved agencies working toward mutual goals which are best for the youth and the community. Communication and cooperation with these agencies is crucial to the success of the child. Continual growth in recruiting additional community involvement through local civic and volunteer agencies. We have worked closely with the Rutherford County Boys and Girls club this year, using their recreational facilities as well as implemented evidence-based curriculum in their after school programs.
6. Agency Transportation Services – Transportation is absolutely critical to the success of this program. Because of extensive truancy histories, some youth may not stay in the program on their own if transportation is not offered. The transportation component includes an annually inspected school activity vehicle that meets all transportation requirements. The program provides door to door transportation to every student enrolled in the RCTL. The administrative staff and case managers work closely with the families in order to prevent further truancy issues. The individualized educational and treatment plans include attendance goals for each child.
7. School Bus Behavior - Appropriate behavior on the activity vehicle or getting on or off the activity vehicle, will be enforced and monitored by a trained staff person. Behaviors that endanger the safety of all passengers, the driver, or the community may result in bus suspension. When suspended, the youth is still required to attend each day.
8. Drug Testing- In order to better serve our families and students, we provide drug testing at a minimal fee to parents and outside agencies. Drug testing is also conducted by the staff if there is probable cause for screening a student. In the event the student tests negative, the center will incur the cost of the test. If the student tests positive, the parents will be assessed the fee for testing. **All positive drug screens are reported to the juvenile court.**
9. Community Service Projects – To promote community awareness and civic responsibility. Our students take part in a variety of on-going projects that may include but not be limited to visiting local nursing homes, participating in recycling projects, food and coat drives, cancer awareness projects, and national relief efforts facilitated through the Red Cross.

10. Parenting Component – In order to improve communication among our parents and students, we provide various methods to ensure their knowledge of their child's progress and growth in the program. Semi-annual parent/teacher conferences, weekly behavior/academic progress reports, and mid-term and end of term report cards provide the parents with necessary information to enable them to assist with their child's progress. Child and Family Team Meetings are held at critical points in treatment for review and to address issues that may arise. Referrals may be made to Parenting Courses provided in the community.
11. Outings – Weekly goal trips are provided as an incentive for maintaining appropriate behavior while at school and promote the child's socialization skills. The recreational activities range from Boys and Girl's Club, bowling, hiking, eating at local restaurants, and other activity centers. In addition, educational outings include trips to area museums, plays, and presentations through universities and performance centers. Guest speakers may also be brought into the facility to celebrate the monthly awareness activities throughout the year.
12. Truancy- Daily contact will be made for each student absent. As indicated, the child's Probation Officer and/or the Juvenile court will be notified. Incentives are offered for perfect attendance each week. Continued truancy will result in filing a petition on the student, and if indicated, the parent in extreme cases.
13. Breakfasts and Lunches- The program participates in the Federal Free and Reduced Breakfast and Lunch Program. Hot meals meeting Federal Meal Program requirements are served daily.
14. State Testing- The RCTLTC will administer all TCAP, Gateway, AYP/EOC, and End-of-Course testing required by the Tennessee Department of Education.
15. Staff Experience - The staff of RCTLTC have extensive experience in child welfare and education services which include:
 - Administration and treatment supervision of residential and non-residential juvenile treatment centers and detention
 - Case Management treatment of juvenile offenders population
 - Case management of victims, families and offenders
 - Special education administration and teaching; and
 - Clinical and School psychological services including administration of mental health outpatient facilities.

Genesis ensures that 100% of the staff are certified in their fields of expertise or working towards degrees/certification by actively organizing, supporting and hiring the state certified teaching and counseling staff of the day treatment program. Additionally, Genesis personnel are active in supporting community involvement in the planning and development of a viable continuum of prevention

services. Facility teachers are certified and highly qualified in the State of Tennessee. Social Worker and Associate Teacher Counselor are available to assist with individual attention and behavior modification. There is a staff-student ratio minimum of one to five (1:5).

The dedicated and highly trained staff believes that a successful program is based on the assumption that for some, learning is more effective when individually implemented with a system that allows entry at the level of functioning and movement at a pace compatible with the individual. Pride in individual achievements must be fostered as well as enhancing self-reliance and motivation. RCTLC has demonstrated for many years success with innovative approaches to educate and treat "at-risk youth".

16. Technology-Enhanced Learning - To better serve and enhance the learning of our students, Genesis Learning Centers has installed a new comprehensive computer network that links all of the organization's programs. One benefit of this will be the availability of a web-based learning lab for all students. A nine station learning lab was installed at the RCTLC. We have chosen to contract with Educational Options (now Edmentum) as the provider of our web-based curriculum.

EdOptions is accredited by AdvancED. EdOptions Stars Suite® curriculum is accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), a division of AdvancED. EdOptions is also proud to be the first national recipient of the U.S. Chamber of Commerce Small Business of the Year award, recognizing their dedication to employees, customers, and community members.

Academic success is different for each Student. On any given day, you encounter students who are struggling to make it to graduation for lack of credits, Students who need more flexibility, smaller classes, or students who want to earn their a high school equivalency/GED® certificate. Meeting a broad range of academic abilities and goals in one classroom can be overwhelming, but there is a solution. With EdOptions Stars Suite®, Students can have the flexibility they need to connect with teachers and curriculum and to grow the skills necessary to succeed.

Stars Suite® is a comprehensive, Web-based and evidence-based solution featuring adaptive technology and a rigorous curriculum designed to help middle school, high school, and adult learners reach their academic goals. With the Stars Suite® of programs, we can give our Students more options to succeed in the training room and beyond.

Edmentum provides instant feedback. The automated system provides instant assessments, grading, and feedback, relieving most of our administrative burden. More one-on-one time with our Students means an even stronger relationship in the training room.

E) Evidenced-Based Model Programs

Just as Evidence-Based Practices (EBP) are seen as an important aspect of any program by the Department of Children's Services, Genesis Learning Centers sees EBP as critical for the success of our programs. As a result, we are constantly in search of new evidenced-based programs and interventions that will benefit the children and youth we serve. At this time we offer the following list of Evidence-Based Practices presently implemented at our Teen Learning Centers:

1. Use of Tennessee Department of Educational Core Curriculum and DOE approved textbooks and instructional materials for students participating in an academic program leading towards credits and graduation.
2. Use of Tennessee Department of Education Graduation Equivalency Diploma curriculum for students working to attain a HISET/GED diploma.
3. Implementation of the Tennessee Department of Education approved Educational Options Edmentum web-based curriculum for credit attainment and recovery.
4. Implementation of the Educational Options Edmentum GED Prep-Track curriculum for preparation and attainment of a GED Diploma.
5. Use of Tennessee Department of Educational Core Curriculum and DOE approved textbooks and instructional materials for students participating in an academic program leading towards credits and graduation.
6. Implementation of the Dave Ramsey Financial Peace curriculum to prepare our students for real-world finances, budgeting and banking.
7. Use of Applied Behavioral Analysis methods including weekly goal system, daily points system, attendance reinforcement system, and individual behavioral contracts with goals and objectives.
8. Our counselors use both group and individual counseling practices documented with EBP including reflective counseling, problem solving and decision making paradigms, crisis intervention, and safety plan development.
9. Massachusetts Youth Screening Instrument—Version 2 (MAYSI-2; Grisso & Barnum, 2006): a 52-question self-report screening instrument that measures symptoms on seven scales pertaining to areas of emotional, behavioral, or psychological disturbance, including suicide ideation. This tool has been examined in more than 50 research studies, and it is possibly the only tool with national norms.

10. The YLS/CMI (Youth Level of Service/Case Management Inventory) is a risk assessment that provides an estimate of the likelihood that a youth will continue delinquent behavior if there are no interventions. It also helps identify the specific factors that place the individual at risk of/offending reoffending. Youth admitted to the Teen Trax Program typically have a risk assessment of 10, which is the most severe level of risk.
11. Aggression Replacement Training (ART) Teaches adolescents to understand and replace aggression and anti-social behavior with positive alternatives. Uses three components: pro-social skills, anger management, and moral reasoning.
12. Lions Quest Skills for Action is an innovative and flexible curriculum for grades 9-12 that moves beyond the classroom to build essential life and citizenship skills through community and school-based, service-learning experiences. Created to help young people become personally and socially responsible citizens, Lions Quest Skills for Action offers students the opportunity to gain the knowledge and skills to make positive contributions at home, at school, in the community, and in the workplace.
13. Smart Moves is a curriculum developed and used by The Boys and Girls Club of America. It addresses issues such as drug and alcohol use and premature sexual activity.
14. Learning for Life is a program developed by the Boy Scouts of America and designed to prepare youth for the complexities of society and to enhance their self-confidence, motivation, and self-esteem for careers.
15. Steck Vaughn Workforce: Building Success and Time Management is used for vocational skills acquisition.

F) Number of Youth and Counties to be served in FY 2014-2015

The RCTLC anticipates serving 60-65 students in FY 2014-2015.

Rutherford County will be the sole Tennessee County served.

G) Successes and Problems

Successes

Our latest semi-annual report indicates that we are currently meeting or exceeding all outcomes. This has consistently been the performance of the RCTLTC and its staff. As a program, we do not foresee any problems with continuing to meet our outcomes, as well as, the needs of the children and community we serve. Cases in which a child was placed into state custody involved students who were incarcerated for an extended part of the school year with little access to intervention. These children remained on an inactive status with RCTLTC per the Judge's request as disposition of the cases were pending. No students went into state custody as the result of truancy.

This year, frequent appearances by staff in court has resulted in even stronger working relationships and networking in the community with attorneys, attendance officers, probation officers, both county and state police and sheriff authorities, magistrate and others.

The prior changes in waiting list procedures were continued this year resulting in quicker admission of priority cases, triage of needs, and maintaining an up to date list of those still seeking admission. This also resulted in assurance that a court order was active. Screening by pre-test insured that students accepted would be able to complete the program within the time limit constraints of the grant as well as be successful in their endeavors. This screening was also successful in identifying those who genuinely wanted to work the program as suggested by the Judge. An updated waiting list was sent to appropriate referral sources on a regular basis to apprise them of the status of the referrals. The high number of GED graduates, minimized wait time, ease of referrals, frequent communication with all parties involved, court attendance, and networking have all contributed to the success and effectiveness of our program.

The continued implementation of evidenced based curriculum such as Aggression Replacement Training (ART), "Smart Moves", Learning for Life, etc. has been successful in that students have been very engaged and have demonstrated acquisition of new skills. The curriculum has been utilized to include moral reasoning and skill sets pertinent to this population. The students have been able to demonstrate skill sets such as saying no to peer pressure, utilizing anger management techniques, and expression of higher order thinking. The moral reasoning component focused upon areas sorely lacking in this population with attempts to encourage community and family directed empathy and concern.

Additionally groups have been implemented to address work-skill readiness and vocational training. Students were taught how to interview, write resumes, look for employment, and apply for employment and other critical skills. At any given time, there were three to four students employed while going to school. At least 10 will be employed this summer. In all, students were better equipped to enter the work force. Linkage with local agencies such as Greenhouse Ministries, Salient Life, and the Boys and Girl's club

also supplemented these efforts providing weekend and summer opportunities for improving these skills and contributing to the community on a voluntary basis.

To further document the success of the Rutherford County Teen Learning Center we offer the following longitudinal statistics that may also provide that this program has sound evidence of success for the practices and procedures used.

**Annual Statistics for the RCTLTC
July 2006-February 2014**

Cumulative Totals for RCTLTC

1. Number of youth served: 543
2. Number of GED's: 183
3. Number of Diplomas: 10
4. Number transitioned to public school: 102
5. Number who went into custody: 5
6. 98.8 of all served remained out of state's custody

2012-2013

1. Number of youth served 69
2. Number of GEDs 22
3. Number of diplomas 2
4. Number of transition back to public school 10
5. Number who went into custody 1
6. Percent remaining out of custody 98

2011-2012

1. Number of youth served 90
2. Number of GEDs 34
3. Number of diplomas 1
4. Number of transition back to public school 21
5. Number who went into custody 2
6. Percent remaining out of custody 98

2010-2011

1. Number of youth served 67
2. Number of GEDs 23
3. Number of diplomas 4
4. Number of transition back to public school 14
5. Number who went into custody 1
6. Percent remaining out of state's custody 98.5

2009-2010

1. Number of youth served 83
2. Number of GEDs 33
3. Number of diplomas 2
4. Number of transition back to public school 12
5. Number who went into custody 0
6. Percent remaining out of state custody 100

2008-2009

1. Number of youth served 118
2. Number of GEDs 45
3. Number of diplomas 1
4. Number of transition back to public school 15
5. Number who went into custody 1(.008 percent)
6. Percent remaining out of state custody 99

2007-2008

1. Number of youth served 130
2. Number of GEDs 32
3. Number of diplomas 0
4. Number of transition back to public school 30
5. Number who went into custody 0
6. Percent remaining out of state custody 100

Challenges/Problems

Of concern again this year has been student attendance. One hundred percent of GED referrals were the result of significant truancy issues resulting in lack of credits to graduate with a diploma. These students remained true to their history, often missing school. When a student was placed in detention for a prolonged period, they were placed on an "inactive" list, leaving the number expected to attend school below 24. They still received services from RCTLTC such as court liaison, weekly parental contacts and communication with the in house teachers. Every effort will be made to insure that 24 students attend school daily through the admission of additional students to achieve an average daily census of 24. Students who are suspended have access to C.L.A.S.S. which is essentially daytime incarceration at the Juvenile Detention Center where they are directed to work on academic endeavors.

Another issue has been the increase in the number of drug-involved and gang-affiliated students. There have not been gang related issues at school with the implementation of a dress code and strict reinforcement of rules, but these students are being active outside of the school environment. We intend to focus on educating our students on the issues related to gang involvement. These issues have been presented in court making the Judge and Probation Officers aware of the student activities. Use of synthetic drugs in the community remains a problem. The laws are changing to help in the addressing of this issue; however the cost of drug testing is prohibitive, making proof in court difficult. We intend to increase the awareness of the ramifications of synthetic use a priority this coming year through guest speakers and group counseling.

The Tennessee Diploma Project has seemingly resulted in more students being referred for the "GED" program with expectations that this trend will continue. However, the GED is no longer offered in Rutherford County through the Tennessee Technology Center. There were five students who lost credit for subtests passed on January 1, 2014. These students will now have to take the HiSET through the Tennessee Technology Center via the Rutherford County Adult Learning Center or retake the entire GED online. We will still provide an age waiver for students who are age 17. Costs for taking these tests increased significantly, which is also an area of concern. The number of students

earning a high school equivalency diploma will decrease this year due to the transition from GED to HiSET, offering almost three months of inability to access the exams through no fault of our program.

Although truancy is frequently the expressed reason for referral, our students present with significant behavioral and emotional issues. Many are on Probation and have been expelled from the Rutherford County alternative programs or have a history of poor academic success, dysfunction in the home, drug and alcohol abuse/dependency, poor peer relations, etc. We have seen an increase in the number of students who are identified as special education with a current Individual Educational Program, serving as many as 17 during an academic year. Referrals are often made as students are approaching the age of majority and are at risk of dropping out of school due to lack of sufficient credits.

H) Future Funding Strategies

It should be noted that while there are community grants for specific one-time projects, there are no viable sources to completely fund this Teen Learning Center outside of the Tennessee Department of Children's Services. We have approached the public school system of Rutherford County, and while they are willing to make use of our services, they have repeatedly stated that supporting funds are not available.

We continue to seek grants for the support of specific projects. For example, Genesis Learning Centers was awarded grants in the amount of \$18,000 combined from the HCA Foundation and the Frist Foundation to upgrade our computer network. These funds allowed us to expand our network capabilities, which included opening a 10 station computer lab at the Rutherford County Teen Learning Center. We were also able to upgrade our internet capabilities to enhance the use of web-based curriculums.

Further, we have received funding in the past from the Christy-Houston Foundation of Murfreesboro. We will again approach them for classroom resources such as iPads for the teachers.

Letter(s) of Support

Letter from The Honorable Donna Scott Davenport, Rutherford County Juvenile Court, to follow this page.



JUVENILE COURT OF RUTHERFORD COUNTY

1710 SOUTH CHURCH STREET • SUITE 1
MURFREESBORO, TENNESSEE 37130
PHONE (615) 217-0061
FAX (615) 217-7130

DONNA SCOTT DAVENPORT
Judge

ADAM T. DODD
Magistrate

JEFF McCULLOUGH
Magistrate

REBECCA L. LASHBROOK
Law Clerk

KAREN D. SLATER
Judicial Assistant

February 6, 2014

To Whom It May Concern:

Please accept this letter of support on behalf of Rutherford County Teen Trax and the Rutherford County Teen Learning Center, hereinafter referred to as Teen Trax and RCTLC. RCTLC is an educational program that provides services to "at-risk youth" with the goal of keeping them out of state custody. It is designed to provide these youth with the necessary skills they lack in order to be successful in life. Teen Trax is an intensive probation program geared to in-home and community supervision.

These programs offer students and their families a variety of treatment options, i.e. individualized treatment plans, group counseling, and one-on-one counseling with a case manager. The staff centers on providing an educational foundation with additional focus on behavior management and social skills by means of positive reinforcement. The Teen Trax and RCTLC programs and staff are valuable resources to our community as they provide youth with a place to experience success, increased self-esteem, and the ability to be a positive leader. This opportunity is given to students who have never experienced success in the public school setting.

These programs have been a necessary resource for 18 years for the entire community of Rutherford County, as well as a support for the Rutherford County Juvenile Court. On behalf of the Rutherford County Juvenile Court system, I recommend continued funding for these assets to our community and youth. Please do not hesitate to call if you have any questions or need additional information. With best regards I am

Sincerely yours,

Hon. Donna Scott Davenport
Rutherford County Juvenile Court

ATTACHMENT B

Page 15

GRANT BUDGET				
Rutherford County Juvenile Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2014 END: June 30, 2015				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	298,662.00	0.00	298,662.00
4, 15	Professional Fee, Grant & Award ²	12,531.00	0.00	12,531.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	62,321.00	0.00	62,321.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	12,856.00	0.00	12,856.00
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	31,326.00	0.00	31,326.00
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
25	GRAND TOTAL	417,696.00	0.00	417,696.00

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.

ATTACHMENT B

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees include services provided at the central office such as payroll, human resources and accounting.	12,531.00
TOTAL	12,531.00

OTHER NON-PERSONNEL	AMOUNT
Staff recruiting and background checks, vehicle fuel, computer tech services' building repairs and maintenance and student reinforces are included in this category.	31,326.00
TOTAL	31,326.00

ATTACHMENT C

**STATE OF TENNESSEE DEPARTMENT OF CHILDREN SERVICES
CHILD ABUSE PREVENTION SERVICES
LINE-ITEM REIMBURSEMENT GRANT INVOICE**

Name and Address of Grantee:

Grant Contract Type: _____ Invoice #: _____
 Grant Contract #: _____ Inv. End Date: _____
 Contact Person: _____ Grant Period: _____
 Telephone: _____ Inv. Period: _____

Line Item	Expense Line-Item Category	Total Budget	Total DCS Contract Budget	Total Actual Expenditures Year to Date	Total Actual Expenditures This Month	Agency Match	Amount Due from State	Comments
1	Salaries							
2	Benefits & Taxes							
4,15	Professional Fees/Grant & Award							
5,6,7,8,9,10,11&12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, Travel, Conferences & Meetings							
13	Interest							
14	Insurance							
16	Assistance to Individuals							
17	Depreciation							
18	Other Non-Personnel							
20	Capital Purchase							
22	Indirect Cost							
24	In-Kind Expense							
25	Grand Total							

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice. The amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

DCS OFFICE USE ONLY

Contract ID _____

PO _____

Vendor _____

Receipt _____

Voucher _____

Grantee Authorized Signature Date

DCS Authorized Signature Date

Print Name / Title Phone #

Print Name / Title Phone #