



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1403

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BILL LEE
GOVERNOR

DANIELLE W. BARNES
COMMISSIONER

July 27, 2020

Ms. Krista Lee Carsner
Executive Director
Fiscal Review Committee
Tennessee General Assembly
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Re: Amendment of Contract No. 34513-22816

Dear Ms. Carsner:

The following information is provided in support of the proposed amendment of Contract 34513-22816. The Department of Human Services seeks favorable Fiscal Review Committee consideration of this proposed contract amendment.

Under the existing contract, Maximus Human Services, Inc. ("Maximus") provides child support enforcement services in the 11th Judicial District of Tennessee (Hamilton County). The existing contract's 60-month term ends on October 31, 2020. The proposed amendment extends this term by six months - to April 30, 2021 - and increases the maximum liability of the contract to reflect six additional months of payments at the rate set for the most recent contract year of the existing contract. The proposed amendment additionally updates the communications and contacts section to reflect the current contacts for each party and adds an attachment governing the use of Federal Tax Information ("FTI").

The proposed amendment will allow the Department adequate time to complete and issue a new RFP for competitive procurement of the child support enforcement services provided in the existing contract. Given the complexity of the subject service, the Department believes that an additional six-month extension is necessary to provide a proper transition time to the successful respondent after the award.

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Please let me know if you have any questions or require additional information.

Respectfully submitted,

Eric Johnson
Associate Counsel

cc: Cherrell Cambell-Street, Deputy Commissioner of Programs and Services, DHS
Charles Bryson, Assistant Commissioner, DHS
Suzanne Carr, Director of Legislation and Special Projects, DHS
Bryan Chriske, Legislative Procurement Compliance Manager, Comptroller of the Treasury
Michael Leitzke, Sourcing Analyst, Central Procurement Office

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Stroud Vaughn	*Contact Phone:	(615) 708-2118		
*Presenter's name(s):	Suzanne Carr				
Edison Contract Number: <i>(if applicable)</i>	47153	RFS Number: <i>(if applicable)</i>	34513-22816		
*Original or Proposed Contract Begin Date:	November 1, 2015	*Current or Proposed End Date:	April 30, 2021		
Current Request Amendment Number: <i>(if applicable)</i>	AMD 1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	November 1, 2020				
*Department Submitting:	Department of Human Services				
*Division:	Child Support Enforcement				
*Date Submitted:	July 27, 2020				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	Maximus Human Services				
*Current or Proposed Maximum Liability:	\$12,050,741.04				
*Estimated Total Spend for Commodities:	Not Applicable				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021
\$1,435,257.68	\$2,182,689.40	\$2,194,443.40	\$2,185,624.56	\$2,205,286.00	\$1,847,440.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:2016	FY:2017	FY:2018	FY:2019	FY:2020	
\$1,076,443.26	\$2,178,964.04	\$2,194,836.83	\$2,368,363.70	\$2,050,542.00	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Any unspent funds from a fiscal year are carried forward to be used in subsequent years if appropriate under the payment methodology. Contract allocation exceeded the contract expenditures in FY16 and FY17, and those unspent funds were carried forward to be used in subsequent years.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Any unspent funds from a fiscal year are carried forward to be used in subsequent years if appropriate under the payment methodology.		
IF Contract Expenditures exceeded Contract Allocation, please give the			Any unspent funds from a fiscal year are carried forward to be used in subsequent years if appropriate under the payment methodology.		

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:		Contract expenditures exceeded the contract allocation in FY18 and FY19; however, the amount of the overage in those fiscal years did not exceed the amount of funds that were carried forward from FY16 and FY17.	
*Contract Funding Source/Amount:			
State:	\$4,097,751.95	Federal:	\$7,953,489.09
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Not Applicable		Not Applicable	
Method of Original Award: <i>(if applicable)</i>		Competitive solicitation – RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		Projected Cost: \$12-14 million The proposed cost is based on previous expenditures including staffing and case load size.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		Maximus Human Services Veritas Young Williams Sunflower Child Support Services DHS is requesting to extend the current contact with Maximus Human Services for a period of six (6) months to allow time to issue an open and competitive procurement.	

AP vchrs pd by BU-ALL by Vend

459

BU	Voucher ID	Vchr Line	Vchr Line Amt	Invoice #	Invoice Date
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34501	00175772	1	179407.210	105694-04	3/1/2016
34501	00176981	1	179407.210	105694-05	4/1/2016
34501	00178500	1	179407.210	105694-06	5/1/2016
34501	00184652	1	179407.210	105694-07	6/6/2016

11/1/2015 - 6/30/2016

\$1,076,443.26

34501	00195307	1	179407.210	105694-08	7/1/2016
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34501	00185273	1	7450.370	105694-11	10/1/2016
34501	00185273	2	171956.840	105694-11	10/1/2016
34501	00186130	1	179407.210	105694-12	11/1/2016
34501	00187045	1	183132.570	105694-13	12/1/2016
34501	00189347	1	183132.570	105694-15	1/3/2017
34501	00190483	1	183132.570	105694-16	2/1/2017
34501	00190624	1	183132.570	105694-17	3/2/2017
34501	00191922	1	183132.570	105694-18	4/3/2017
34501	00193153	1	183132.570	105694-19	5/1/2017
34501	00194694	1	183132.570	105694-20	6/1/2017

7/1/2016 - 6/30/2017

\$2,178,964.04

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34501	00200511	1	183132.570	105694-24	10/1/2017
34501	00202130	1	183132.570	105694-25	11/1/2017
34501	00203523	1	182739.140	105694-26	12/1/2017
34501	00206376	1	182739.140	105694-27	1/1/2018
34501	00206379	1	182739.140	105694-28	2/1/2018
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34501	00210394	1	182739.140	105694-31	5/1/2018
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7/1/2017 - 6/30/2018

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34501	00219824	1	181833.500	105694-41	3/1/2019
34501	00220566	1	181833.500	105694-42	4/1/2019
34501	00221621	1	181833.500	105694-43	5/1/2019
34501	00222561	1	181833.500	105694-44	6/3/2019
34501	00223693	1	181833.500	105694-45	6/28/2019

7/1/2018 - 6/30/2019

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7/1/2019 - 6/30/2020

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3/9/2017	3/10/2017	3/10/2017	N		Regular		30901
4/5/2017	4/6/2017	4/6/2017	N		Regular		30901
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3/16/2020	3/17/2020	3/17/2020 N	Regular	30901
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5/18/2020	5/19/2020	5/19/2020 N	Regular	30901
6/9/2020	6/10/2020	6/10/2020 N	Regular	30901

Recv Date	Vchr Amt	Terms	EIN Federal	Suppl Type	Contract
12/14/2015	179407.210	30		V	000000000000000000047153
6/23/2017	179407.210	00		V	000000000000000000047153
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12/15/2017	182739.140	00		V	000000000000000000047153
3/12/2018	182739.140	00		V	000000000000000000047153
3/12/2018	182739.140	00		V	000000000000000000047153
1/29/2019	182739.140	00		V	000000000000000000047153
4/30/2018	182739.140	00		V	000000000000000000047153
	182739.140	00		V	000000000000000000047153
6/6/2018	182739.140	00		V	000000000000000000047153

7/20/2018	182739.140	00		V	000000000000000000047153
8/20/2018	182739.140	00		V	000000000000000000047153
9/10/2018	182739.140	00		V	000000000000000000047153
10/3/2018	182739.140	00		V	000000000000000000047153
11/16/2018	182739.140	00		V	000000000000000000047153
12/20/2018	181833.500	00		V	000000000000000000047153
1/24/2019	181833.500	00		V	000000000000000000047153

2/15/2019	181833.500 00	V	000000000000000000047153
3/20/2019	181833.500 00	V	000000000000000000047153
4/5/2019	181833.500 00	V	000000000000000000047153
	181833.500 00	V	000000000000000000047153
6/4/2019	181833.500 00	V	000000000000000000047153
6/28/2019	181833.500 00	V	000000000000000000047153

8/28/2019	181833.500 00	V	000000000000000000047153
8/28/2019	181833.500 00	V	000000000000000000047153
10/14/2019	181833.500 00	V	000000000000000000047153
11/19/2019	181833.500 00	V	000000000000000000047153
12/2/2019	184744.000 00	V	000000000000000000047153
1/7/2020	184744.000 00	V	000000000000000000047153
	184744.000 00	V	000000000000000000047153
3/5/2020	184744.000 00	V	000000000000000000047153
4/7/2020	184744.000 00	V	000000000000000000047153
5/11/2020	184744.000 00	V	000000000000000000047153
6/3/2020	184744.000 00	V	000000000000000000047153

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	34513 – 22816a
1. Procuring Agency	The Department of Human Services – Child Support
2. Edison contract ID #	47153
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input checked="" type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. Contractor or Grantee	Maximus Human Services, Inc.
5. Contract’s Effective Date	11/1/2015
6. Contract or grant contract’s Term (with ALL options to extend exercised)	66 months
7. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 12,050,741.04
8. Citation and explanation of the rule(s) for which the exception is requested	The Department of Human Services, Child Support requests an extension pursuant to Tenn. Comp. Rule & Regs. 0690-03-01-14 and 0690-03-01-17(4) in order to permit a contract term greater than sixty (60) months.
9. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	DHS is requesting a six (6) month term extension for contract 47153.
10. Scope of Goods or Services Caption:	Full-Service Child Support Enforcement Services
11. Justification:	The Department of Human Services is requesting an extension of the subject contract for an additional six (6) months, from November 1, 2020 to April 30, 2021, in accordance with Section D.3 of the Contract which provides for modification and amendments. The extension

is needed in order to allow for the continuation of Child Support Enforcement Services with the current contractor. This will allow the Department adequate time to complete and issue an RFP for a competitive procurement. Given the complexity of the subject service, the additional six (6) month extension is necessary to allow for the competitive selection process and to provide ample transition time after the award.

Signature of Agency head or designee and date

Amendment Standard

Amendment Standard: 2257:Approved		View/Hide Comments
Amendment Standard		
Approved Rebecca Parker Agency Forms Approver 06/10/20 - 4:20 PM		Approved Kevin C Bartels CPO Standard Forms Approver 06/10/20 - 4:33 PM
Skipped Robin S Dieterich Agency Forms Approver 06/10/20 - 4:16 PM		
Comments		

RER Standard

RER Standard: 2233:Approved			View/Hide Comments
RER Standard			
Approved Rebecca Parker Agency Forms Approver 06/10/20 - 4:21 PM		Approved Kevin C Bartels CPO Standard Forms Approver 06/10/20 - 4:34 PM	Approved Bryan S Chriske COT Treasury Forms Approver 06/11/20 - 1:01 PM
Skipped Robin S Dieterich Agency Forms Approver 06/10/20 - 4:17 PM			
Comments			

**AMENDMENT ONE
OF CONTRACT 47153**

This Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Maximus Human Services, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B is deleted in its entirety and replaced with the following:
 - B. This Contract shall be effective for the period beginning on November 1, 2015 ("Effective Date") and ending on April 30, 2021, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. 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 Contract exceed twelve million fifty thousand seven hundred forty-one dollars and four cents. (\$12,050,741.04) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Contract section C.3 is deleted in its entirety and replaced with the following:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Child Support Enforcement Services Contract Year 1 (November 1, 2015 – October 31, 2016)	\$ 179,407.21 per month
Child Support Enforcement Services Contract Year 2 (November 1, 2016 – October 31, 2017)	\$ 183,132.57 per month
Child Support Enforcement Services Contract Year 3 (November 1, 2017 – October 31, 2018)	\$ 182,739.14 per month
Child Support Enforcement Services Contract Year 4 (November 1, 2018 – October 31, 2019)	\$ 181,833.50 per month
Child Support Enforcement Services Contract Year 5 (November 1, 2019 – October 31, 2020)	\$ 184,744.00 per month
Child Support Enforcement Services Contract 6-Month Extension (November 1, 2020 – April 30, 2021)	\$ 184,744.00 per month

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

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Krista Gray, Program Manager - Contracts Management
Department of Human Services
505 Deaderick Street. 16th Floor
James K. Polk Building
Krista.Gray@tn.gov
ChildSupport.ContractDHS@tn.gov
Telephone # 615-313-4742
FAX # 615-524-3044

The Contractor:

Laura Rosenak, Senior Vice President
Maximus Human Services, Inc.
1891 Metro Center Dr. Reston, VA 20190
laurajrosenak@maximus.com
Telephone # (916) 532-4920
FAX # (703) 251-8240

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

5. Contract Attachment E 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 November 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MAXIMUS HUMAN SERVICES, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER

DATE

Attachment E

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

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

I. PERFORMANCE

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

- (1) All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) The Contractor and the Contractor's employees or subcontractors with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer, employee or approved subcontractor of the Contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (6) The Contractor will maintain a list of staff with authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- (7) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent

authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

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

Amendment Request

This request form is not required for amendments to grant contracts. Upload the completed document and route for approvals by selecting the Amendment Request e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34513 - 22816	
1. Procuring Agency	Department of Human Services – Child Support	
2. Contractor	Maximus Human Services, Inc.	
3. Edison contract ID #	47153	
4. Proposed amendment #	One	
5. Contract's Original Effective Date	11/1/2015	
6. Current end date	10/31/2020	
7. Proposed end date	4/30/2021	
8. Current Maximum Liability or Estimated Liability	\$ 10,942,277.04	
9. Proposed Maximum Liability or Estimated Liability	\$ 12,050,741.04	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>The Department of Human Services is requesting to amend Edison contract 47153, Child Support Enforcement – 11th Judicial District. The extension is needed in order to allow the continuation of services for an additional six (6) month period, from November 1, 2020 to April 30, 2021, in accordance with the Section D.3 of the contract which provides for modification and amendments. Extension has been requested per Sequence #2233.</p>	

Agency request tracking #	34513 - 22816
This will allow the Department adequate time to complete and issue the RFP for competitive procurement. Given the complexity of the subject service, the additional six (6) month extension is necessary to allow for the competitive selection process and to provide ample transition time after the award.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. N/A	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	



CONTRACT

fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date November 1, 2015	End Date October 31, 2020	Agency Tracking # 34513-22816	Edison ID 47153
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Contractor Legal Entity Name Maximus Human Services, Inc.	Edison Vendor ID 28677
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Goods or Services Caption (one line only)
Child Support Enforcement Services, 11th JD, Hamilton County

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA # 93.563
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Funding ---

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$487,987.61	\$947,270.07	\$0.00	\$0.00	\$1,435,257.68
2017	\$742,114.40	\$1,440,575.00	\$0.00	\$0.00	\$2,182,689.40
2018	\$746,110.76	\$1,448,332.64	\$0.00	\$0.00	\$2,194,443.40
2019	\$743,112.35	\$1,442,512.21	\$0.00	\$0.00	\$2,185,624.56
2020	\$749,797.00	\$1,455,489.00	\$0.00	\$0.00	\$2,205,286.00
2021	\$251,252.00	\$487,724.00	\$0.00	\$0.00	\$738,976.00
TOTAL:	\$3,720,374.12	\$7,221,902.92	\$0.00	\$0.00	\$10,942,277.04

Contractor Ownership Characteristics:

- Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- Competitive Selection RFP 34513-22716
- Non-Competitive Selection Describe the selection process used and submit a Special Contract Request.

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.

Tricia L. Reinhard

Speed Code (optional) HS00000229	Account Code (optional) 70803000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
MAXIMUS HUMAN SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Human Services ("State") and Maximus Human Services, Inc. ("Contractor"), is for the provision of child support enforcement services in the 11th Judicial District, Tennessee (Hamilton County), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.

Contractor Place of Incorporation or Organization: State of Virginia

Contractor Edison Registration ID # Number: 28677

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. The Contractor shall begin service delivery of the items outlined herewith in Section A on November 1, 2015. If unable to begin service delivery on said date, the Contractor shall provide written notice to the State a minimum of thirty (30) calendar days in advance.
- A.2. The Contractor shall establish and maintain a child support enforcement program in the 11th Judicial District of Tennessee which fully complies with the provisions of Title IV-D of the Social Security Act, 42 U.S.C. 651, et seq. as amended, Title 45 of the Code of Federal Regulations (C.F.R.), state law and regulations, and Child Support program policy and program directives. The Contractor shall be responsible and accountable for the proper operation of the enforcement program pursuant to Title IV-D of the Social Security Act. Further, the initial establishment of the program shall be in accordance with the Draft Implementation Plan provided in the Technical Proposal associated with the procurement of this Contract. A Final version of the Plan must be established in consultation with, and approved by, the State. Failure by the Contractor to establish an approved Final Implementation Plan may, at the sole discretion of the State, result in immediate termination of this Contract.
- A.3. Legal Representation. The Contractor's legal counsel in the 11th Judicial District, who must be direct employees of either the Contractor or of a subcontractor approved by the State (Reference Section D.7.), but not employees of a staffing vendor, shall be licensed in the State of Tennessee, and shall attend and represent the State in every judicial hearing involving the Title IV-D Child Support program. Said hearings shall include reviews by Tennessee courts of any type of administrative action taken by the Department involving the Title IV-D Child Support program; provided, however, such counsel shall not represent the State in appellate court appeals or reviews of any such hearings or actions in the Tennessee Court of Appeals or in the Tennessee Supreme Court. Such legal counsel shall represent the State in federal bankruptcy court in actions involving the Title IV-D Child Support program, but not in any other Title IV-D Child Support actions arising in other federal trial or administrative tribunals or in any federal appellate courts, unless otherwise directed in the policies and procedures of the Department's Child Support program or as otherwise specifically directed by the Office of General Counsel of the Department or by the Tennessee Attorney General and Reporter.

Legal counsel is required to attend Administrative Hearings/Appeals as stated in the policies and procedures of the Department of Human Services' Child Support program and as otherwise directed by the Office of General Counsel of the Department of Human Services or by the Office of the Attorney General and Reporter.

Legal counsel employed by the Contractor shall represent and vigorously advocate the interests



of the State of Tennessee, the Department of Human Services and the Title IV-D Child Support program as may be directed by the Office of General Counsel of the Department or by the Office of the Tennessee Attorney General and Reporter, consistent with the Code of Professional Responsibility and the laws of Tennessee, and, as may be required by the procedures and policies of the Department's Title IV-D Child Support program. The Contractor shall notify the State in the event that disciplinary action, suspension or disbarment proceedings are initiated against the Contractor's legal counsel.

- a. The Contractor shall bring all court actions in the name of the State and the person receiving IV-D services, and shall notify the State and/or Attorney General in a timely fashion of any judicial or administrative decision or settlement offers or agreements which may adversely affect the State's interest. Furthermore, the Contractor shall not enter into any settlement which may result in the loss of State revenue.
 - b. The Contractor shall maintain and furnish to the State a listing of all legal counsel employed to represent the State in matters related to this Contract. Such listing shall include complete names of such individuals, addresses, direct telephone numbers, and State-issued bar numbers. This information shall be provided to the Department of Human Services' (DHS') Office of General Counsel and to the General Civil Division of the State Attorney General's Office, with updates to such listing provided within ten (10) business days of employment or reassignments of counsel. Attorneys employed by the Contractor for the provision of legal services required by this Contract are subject, at all times, to the approval of the State and the Office of the Attorney General and Reporter.
- A.4. The Contractor shall utilize all Administrative Orders made available by the State IV-D agency for enforcement purposes.
- A.5. The Contractor shall ensure that the following services are available and provided in a timely manner for all applicable Title IV-D cases:
- a. Case Initiation. Activities associated with initial child support case opening activities, including providing and accepting applications for service from a custodial or non-custodial parent or other designated caretaker of the child(ren), collection of necessary case information on the Tennessee Child Support Enforcement System (TCSES), and providing the IV-D case or member number to the Clerk of Court when necessary. The following intake performance standards must be met:
 - i. A IV-D application shall be provided on the day it is requested, if requested in person, or within five (5) working days if requested by phone or mail. A copy of the Tennessee Child Support Handbook, with any current supplements or inserts, must be provided with the application.
 - ii. Within twenty (20) calendar days of receiving a referral or application for services, an assessment of the case shall be completed, to include solicitation of necessary information from the applicant, initiation of verifications, and if necessary, initiation of activities designed to locate a parent.
 - b. Establishing Legal Obligation for Financial and Medical Support.
 - i. Use of Legal and Administrative Remedies, Establishment of Paternity, Use of and Payment for Genetic Testing. The Contractor shall be responsible for the timely use of appropriate legal remedies, including the administrative remedy processes provided for in Federal and State law, to secure orders of paternity and support after successful location activities. Paternity determination may be achieved through agreed orders, contested court action, or a voluntary acknowledgment. In any contested paternity establishment action, a request for genetic testing shall be filed with the appropriate tribunal. If the IV-D agency has paid the initial costs of the



genetic testing and the alleged father is determined to be the legal father, the court shall be petitioned to reassess the costs of the genetic testing against the defendant father.

- ii. Use of Child Support Guidelines, Form of Order, Use of Income Withholding. In establishing a legal obligation to support, the Contractor shall petition for support in accordance with the State child support award guidelines in Chapter 1240-2-4 of the Department's rules. The petition shall request child support be set expressed in a specific dollar amount, due per month, including any arrearages. Petitions shall also include language requesting the immediate use of income withholding on all support orders for all assignable income which is currently, or later becomes, available.
- iii. Establishment of Medical Support. The Contractor shall petition the court to establish a legal obligation for the medical support of the child in the form of health insurance in every Temporary Assistance to Needy Families (TANF), Medicaid/TennCare, and Foster Care case if the child does not have medical insurance, other than Medicaid/TennCare, and in all Non-TANF cases. The petition shall include a request that, in the event the Court finds that health insurance is not available at reasonable cost, the court order that such insurance be obtained for the child when and if it becomes available and that cash medical support be provided until such time as health insurance becomes available. The Contractor shall comply with amendments to medical support enforcement as required by 42 U.S.C. §666 (a) (19), 45 C.F.R., part 303, Tennessee Code Annotated, Sections 36-5-501 and 36-5-503, and State policy regarding the establishment of medical support for children. Unless a court or administrative order allows health care coverage for a child by a method other than employer-based health care coverage, the Contractor shall, pursuant to 42 U.S.C. §666 and 45 C.F.R., part-303, use the mandatory National Medical Support Notice (NMSN), promulgated by the Federal Office of Child Support Enforcement, to inform the non-custodial parent's employer of the provision in the order for health care coverage. Per 45 C.F.R. 303.32(a), the Contractor shall also use the NMSN to notify the employer of a custodial parent if that parent is ordered to provide health care coverage through an employment-related health plan.

c. Timeframes Applicable to Establishing Orders.

- i. Location Activities. The Contractor shall verify a residence or employer address where the non-custodial parent may be served. The Contractor shall establish and utilize local and State provided resources for locating parents. Location requirements include assisting the State in locating non-custodial parents for other jurisdictions. Contractor shall perform services within the following timeframes:
 - (a) Within seventy-five (75) calendar days of determining that location is necessary, all appropriate location services shall be utilized, including referral to the Federal Parent Locator Service (FPLS).
 - (b) When location activities have been unsuccessful, efforts shall be repeated at least quarterly or at any point new location information is received. Quarterly attempts may be limited to automated resources but shall include accessing State Employment Security files via the Tennessee Clearinghouse System.
- ii. Service of Process. Service of process shall be issued as required within fifteen (15) calendar days of locating the non-custodial parent. Service shall be completed within ninety (90) calendar days of location of the non-custodial parent or, if service is unsuccessful, the attempts to serve shall be documented and process shall be re-issued so as to keep the legal action viable.



- iii. Establishing Paternity. Following successful service of process, paternity shall be established within six (6) months in seventy-five percent (75%) of the caseload and within twelve (12) months in ninety percent (90%) of the caseload.
 - iv. Establishing Support Order. A support order shall be established within ninety (90) calendar days of locating the non-custodial parent when service of process is not necessary. If service is necessary, the non-custodial parent shall be served with process by the ninetieth (90th) day or unsuccessful attempts to serve process shall be documented. In those cases where the non-custodial parent is served with process, court orders shall be established in seventy-five percent (75%) of the cases within six (6) months and ninety percent (90%) within twelve (12) months.
- d. Enforcement of Support Orders:
- i. The Contractor shall employ appropriate legal remedies, including those administrative processes provided for in Federal and State law, to enforce all orders of support in a timely manner. The orders to be enforced shall include, but are not limited to, the enforcement of spousal support when it is contained in the same order with child support; medical support if the order specifies a dollar amount to be paid for medical support; or the provision of health insurance coverage.
 - ii. Enforcement remedies to be utilized shall include, but shall not be limited to:
 - (a) immediate income withholding on all new and modified orders as well as all cases with a delinquency or arrears;
 - (b) sending the federal medical support notice established under 42 U.S.C. §666(a)(19) to any employer to provide notice to the employer of the requirement for employer-based health care coverage for such child through the child's parent who has been ordered to provide health care coverage for such child;
 - (c) contempt proceedings;
 - (d) establishment and enforcement of liens against real or personal property, including tort actions, worker's compensation actions, or other civil actions wherein a money judgment may be obtained, and attachment and liquidation of assets;
 - (e) issuance of administrative seizure orders;
 - (f) execution on judgments, including the use of garnishment;
 - (g) requirement of bonds to secure support;
 - (h) use of the Internal Revenue Service (IRS) full collection service;
 - (i) extradition, where appropriate;
 - (j) use of the passport denial program and other programs made available as enforcement tools;
 - (k) use of the federal court system; and
 - (l) adherence to the guidelines established for the Treasury Offset Program for federal funds owed to child support obligors.



e. Timeframes Applicable to Enforcement Action:

- i. If for any reason, an immediate income assignment was not issued previously on any order, due to an agreement between the parties as contained in the court order, or for other reasons permitted under Tennessee Code Annotated §36-5-501(a)(2), then, in cases with sufficient information for issuance of an income assignment order, such assignment shall be issued immediately, if the full amount of support due in a month is not paid by the date upon which the ordered support is due.
- ii. When immediate issuance of an Income Assignment order is not possible due to lack of information regarding employment, enforcement action shall be taken, unless service of process is necessary, within thirty (30) calendar days of identifying the delinquency or arrears, or locating the non-custodial parent.
- iii. When service of process is necessary, service shall be completed (or unsuccessful attempts to serve process shall be documented) and enforcement action taken within sixty (60) calendar days of identifying the delinquency or arrears or the location of the non-custodial parent.

- f. The Contractor shall initiate review proceedings in accordance with Federal and State law, regulations, and State program policy, using appropriate administrative and/or judicial proceedings, and if appropriate, adjust the support order amount administratively or petition the appropriate court or tribunal for such changes in accordance with Federal and State law and regulations and State program policy. All petitions for modification of orders shall include a request for income withholding

A.6. The Contractor agrees to comply with all requirements set forth in the Child Support Policy and Procedures Manual and policy updates to the manual, copies of which will be supplied to the Contractor, and the terms of which are incorporated by reference.

A.7. **CONTRACTOR PERFORMANCE.**

- a. Performance Requirements. The Contractor shall meet or exceed the Performance Requirements set forth in Section A.7.b.-f. and shall comply with all State directives regarding the working of reports, lists, and/or participation in special projects intended to increase performance levels. The State may, in its sole discretion, elect to enforce the Contract Payment Reductions set forth in Section A.7. and Attachment A-Performance Requirements and Contract Payment Reductions in the event the Contractor fails to meet such Requirements.
- b. Paternity Establishment Percentage (PEP)As of the end of the final month of each Contract Year the Year-To-Date ratio on the Monthly Performance Measures Report for that month, comparing the number of IV-D children born out of wedlock to the number of IV-D paternities established or acknowledged shall at least equal Ninety-Five Percent (95%), or average that value over the term of that Contract Year.
- c. Support Order Establishment. As of the end of the final month of each Contract Year the Year-To-Date ratio on the Monthly Performance Measures Report for that month, comparing the number of IV-D cases in which a Support order (financial/medical) exists to the total number of IV-D cases in the Contractor's caseload at the same reference point in time, shall at least equal the value for that Year as specified in the following table, or average that value over the term of that Year.



CONTRACT YEAR	MINIMUM REQUIRED LEVEL
1	88.50%
2	89.00%
3	89.50%
4	89.50%
5	89.50%

- d. Collections on Current Support. As of the end of the final month of each Contract Year, the ratio comparing the total amount of current support disbursed during the Contract Year to the total amount of current support owed during that same period shall at least equal the value for that Year as specified in the following table, or average that value over the term of that Year. All calculations for this performance measure shall be based exclusively on figures presented on the Monthly Performance Measures Reports.

CONTRACT YEAR	MINIMUM REQUIRED LEVEL
1	54.00%
2	54.50%
3	55.00%
4	55.50%
5	56.00%

- e. Total Disbursed Child Support Collections. As of the end of Contract Year 1 the total amount of child support disbursed must be at least one percent (1%) higher than the total amount disbursed for the 11th Judicial District during the period October 1, 2014 through September 30, 2015. For each subsequent Contract Year, the total amount of child support disbursed must increase over the prior Contract Year by at least the Required Level specified in the following table. All calculations for this performance measure shall be based exclusively on collections figures presented on the Monthly Performance Measures Report.

CONTRACT YEAR	MINIMUM REQUIRED INCREASE
1	1%
2	1%
3	1.5%
4	1.5%
5	1.5%

- f. Payments on Arrears Cases. The ratio comparing the number of IV-D cases in the Contractor's caseload for which an Arrears payment was due to the total number receiving an Arrears payment shall at least equal the values specified in the following table:

PERIOD	MINIMUM REQUIRED LEVEL
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As of September 30, 2016	60%
As of September 30, 2017	61%
As of September 30, 2018	62%
As of September 30, 2019	63%
As of September 30, 2020	64%

- A.8. For Contract Years One through Four of the Contract, the Contractor shall provide a written Corrective Action Plan within sixty (60) days of the date of each letter from the State, specifying a failure to meet one or more of the Performance Standards stated above in A.7.b.-f. and requesting a Corrective Action Plan. Each Corrective Action Plan submitted in accordance with this Section shall be subject to review and approval by the State. If implementation of the Corrective Action Plan does not result in the Contractor meeting the applicable Performance Standards by the next annual review, the Contractor shall, at the sole discretion of the State, be subject to Contract Payment Reductions as set forth in Attachment A-Performance Requirements and Contract Payment Reductions.
- A.9. Notwithstanding the performance requirements set forth in Attachment A- Performance Requirements and Contract Payment Reductions, the State shall submit a letter to the Contractor identifying any deficiencies in performance of the Contractor, in response to which the Contractor shall, if requested by the State, provide a written Corrective Action Plan within sixty (60) days following the date of the letter from the State. The Contractor shall take all actions specified in the Corrective Action Plan following its approval by the State within the timeframes specified therein.
- A.10. The Contractor shall clarify and/or revise within fifteen (15) business days any Corrective Action Plan which the State determines is not acceptable. (Reference Attachment A-Performance Requirements and Contract Payment Reductions).
- A.11. The Contractor shall participate in any State initiated Corrective Action Plan necessary to respond to an audit, regardless of whether the Contractor's office(s) failed the audit.
- A.12. The Contractor shall accept case referrals from the Department via automated system interface and case transfers from other in-state jurisdictions, and shall provide application forms and accept applications from any custodial parent, non-custodial parent, or other designated caretaker of a child who desires Title IV-D services.
- A.13. The Contractor shall continue efforts for collection of court-ordered obligated arrears and/or medical support owed to the State when a Temporary Assistance to Needy Families (TANF) family loses eligibility, unless there is no possibility of securing such, as determined by the State. Additionally, the Contractor shall continue to provide all appropriate child support services to the family as a non-TANF case unless conditions exist that preclude continued services as set forth in the Child Support Policy and Procedures Manual.
- A.14. The Contractor shall close appropriate cases in a timely manner per instructions provided in the Child Support Policy and Procedures Manual.
- A.15. The Contractor shall utilize available legal processes to seek enforcement by the Court, Magistrate or Hearing Officer of all unpaid child support at any judicial or administrative hearing appropriate for such purpose.
- A.16. The Contractor shall use TCSES or its replacement system as the exclusive computer system for all child support operations. The Contractor agrees to: input necessary data; use such system as directed by the State; and designate specific staff as needed to maintain adequate TCSES



system support. Further, the Contractor agrees to supply the Virtual Private Network (VPN) tunneling technology required to access the state of Tennessee's network through the State's VPN tunneling technology.

- A.17. No later than the first working day following the establishment or modification of a support order, the Contractor shall ensure that the support order information is keyed into TCSES, except for good cause as determined by the State. The date of establishment or modification shall be considered to be the date the order or modified order is signed by a judge.
- A.18. The Contractor shall ensure, to every extent possible, that all support payments are made by the obligor directly to the State Disbursement Unit, so that the State may comply with the distribution provisions of Title IV-D. The Contractor shall not collect any support monies.
- A.19. The Contractor shall cooperate with other states in matters concerning Intergovernmental IV-D cases as required by 45 C.F.R. §303.7, and Chapter 8 of the Child Support Policy and Procedures Manual. Such cooperation shall include, but not be limited to, providing accurate and sufficient information to other states, notifying responding states of changes in case status, and providing all appropriate establishment and enforcement procedures and notifications as required by Federal regulations, under 45 C.F.R. §303.7.
- A.20. The Contractor shall immediately respond to the State IV-D agency's Central Office on any requests for case status information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party in an effective manner.
- A.21. The Contractor shall advise the State of any significant changes in court filing procedures occurring within the Judicial District.
- A.22. The Contractor shall maintain accurate case records for all IV-D cases during the Contract period.
- A.23. The Contractor shall establish and maintain complete automated case records as required in the Child Support Policy and Procedures Manual for all Departmental referrals and other applications for Title IV-D services. Such case records shall include, but are not limited to, the following information:
- a. A record of all contact(s) with an applicant or TANF recipient, including date, reason and result of the contact.
 - b. A record of all contact(s) with the non-custodial parent, including date, reason and result of such contact.
 - c. A record of all action(s) taken in accordance with Section A.5.(a.-e.) of this Contract, including dates and results of such actions.
 - d. A record of all communication(s) with the State or Federal government on the case.
 - e. A record of all case closures, including the date and reason for closure action.
- A.24. The Contractor shall provide the State, no later than January 31, 2016, a tested version of the Disaster Recovery / Business Continuity Plan originally provided in the Technical Proposal associated with the Procurement of this Contract. The tested version must be specific to the Contractor's operation in the 11th Judicial District and must include a report documenting the outcome of testing. Further, the Contractor shall notify the State, within forty-five (45) days, of any alterations to the Contractor's documented and tested Disaster Recovery / Business Continuity Plan. Such alterations shall be subject to written approval by the State. (Reference Attachment A-Performance Requirements and Contract Payment Reductions).
- A.25. The Contractor shall maintain, in hard copy, a signed application from each non-TANF applicant. Other items, as deemed necessary by the Contractor or State, including, but not limited to, court orders, other pertinent legal documents, and correspondence shall be retained in hard copy.



Both automated and hard copy case files, including, but not limited to, all client records and records related to case activity, shall be considered the property of the State of Tennessee and shall be delivered immediately to the State or its designee upon Contract termination or at such other time as these are requested by the State.

- A.26. The Contractor shall resolve all TCSES generated mail messages according to TCSES due dates unless, at the sole discretion of the State, it is determined that extenuating circumstances were present.
- A.27. The Contractor shall perform all appropriate TCSES employer related activities that connect the appropriate employer(s) of the non-custodial parent for purposes of income assignment by the TCSES message due date.
- A.28. The Contractor shall ensure that TCSES worker alerts are resolved by the TCSES due dates, and that suspended payments are reviewed and resolved within five (5) business days except in those instances where assistance from the State is required.
- A.29. The Contractor shall ensure that, at a minimum, the child support office Administrator and attorney(s) attend any meetings sponsored by the State at which attendance is required. Such meetings will generally not exceed twelve (12) days per year with no more than six (6) overnight stays involved per person attending the meeting; however, unique or unusual training requirements could result in an increase in the number of meetings where attendance is required. Except in emergency situations, a minimum two (2) week notice of meetings will be given to the Contractor. Travel associated with meeting attendance shall be at the Contractor's sole expense.
- A.30. The Contractor shall be responsible for the proper training and management of its staff assigned to this project including training conducted pursuant to State directives resulting from cited deficiencies made manifest through Program Reviews, customer complaint patterns, or other sources.
- A.31. The Contractor shall ensure that, at a minimum, the Child Support Office(s) remain(s) open and staffed on all days that the State is open and staffed. Hours of operation for the Contractor's office(s) in the 11th Judicial District shall be, at a minimum, from 8:00 A.M to 5:00 P.M. Eastern Time, and the Contractor's staff shall be available to assist clients continuously throughout the day, from opening until close of business, including the lunch hour. Further, the Contractor shall ensure that the Child Support Office(s) be identified by an exterior sign containing, at a minimum, the following phrase: *CHILD SUPPORT SERVICES 11th JUDICIAL DISTRICT*. Any Signage installed under the requirements of this section shall be subject to final approval by the State. In addition, the Contractor shall provide, as a part of its office space in the 11th Judicial District, one office to serve as a private area for Non-Custodial Parent Employment activities. This office shall be furnished with a desk, book shelf, large filing cabinet, and telephone.

Adequate staffing to fully support child support enforcement shall be considered to be a level consistent with one (1) Full-Time Employee per five hundred and fifty (550) cases. Included in this ratio will be one (1) full-time staff who must be permanently housed in the Hamilton County Family Assistance office. With the exception of this one staff, and any subcontracted legal counsel as described in Section A.3. of this Contract, the ratio shall not be calculated using either staff physically located outside of the Contractor's office(s) in the 11th Judicial District, Part-Time Employees, or staff who are not direct employees of the Contractor. Further, the Contractor's staffing plan shall remain consistent, over the term of the Contract, in accordance with the staffing narrative submitted with the Contractor's Technical Proposal associated with seeking this Contract. Any proposed deviations from said narrative must be submitted in writing for the State's consideration and prior written approval. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).

- A.32. The Contractor shall ensure that brochures, pamphlets, notices and/or press releases state that the Tennessee Department of Human Services (TDHS) is funding this child support office and



that any complaints, suggestions or recommendations be reported to the Department of Human Services at 1-800-838-6911. The Contractor shall further ensure that the TDHS logo is included on brochures and pamphlets, and that prior State approval shall be obtained on all brochures, pamphlets, notices and press releases.

- A.33. The Contractor shall establish and maintain professional working relationships with the Judiciary, Clerks of Court, local law enforcement, employers, local Department of Human Services (DHS) offices, and local Department of Children's Services (DCS) offices.
- A.34. The Contractor shall refer any cases of suspected fraud related to child support or receipt of public assistance to the DHS Office of Inspector General.
- A.35. The Contractor shall refer any cases of suspected statutory rape and specified crimes to the District Attorney. Reference T.C.A. Sections 38-1-305, 38-1-306, 39-13-504, 39-13-506, and 39-13-522.
- A.36. The Contractor shall cooperate fully with any data collection and evaluation activities or audits carried out by the State or Federal government in connection with the services performed under this Contract.
- A.37. The Contractor shall, upon receipt of notice that an obligor has filed a Bankruptcy petition, secure all relevant information immediately and file a proof of claim with the Bankruptcy Court on behalf of the State. The Contractor shall comply with all Bankruptcy procedures, and take such actions as may be permitted by law to obtain child support.
- A.38. The Contractor shall petition the Court for program fees to be assessed against the obligor for services rendered in accordance with instructions from the State and to ensure that such fees, as well as genetic testing reimbursement payments, are paid and properly remitted to the State.
- A.39. The Contractor shall, as directed by the State, collect and remit any fees required by State or Federal law, regulation or policy.
- A.40. The Contractor shall comply with Title VI of the Civil Rights Act of 1964. Compliance shall include, but not be limited to:
- a. Training of staff on the civil rights of applicants/recipients of Title IV-D services, both on an annual basis for all employees and as part of orientation training for new employees;
 - b. A process for receiving and investigating any complaints regarding Title VI discrimination. Notice of the process for filing a complaint shall be posted in a conspicuous place for clients;
 - c. The provision of appropriate language assistance at no cost to the applicant/recipient to ensure that persons with Limited English Proficiency are not excluded from equal program participation. Appropriate language assistance includes, but is not limited to: translation of documents, contract staff interpreters, contract interpreters from within the community, and a telephone interpreter service. The availability of language assistance services, at no cost, shall be posted in a conspicuous place available to all employees, applicants, and clients.
- A.41. Telephone Services. The Contractor shall ensure that incoming telephone lines are sufficient to enable callers to reach the Contractor ninety-five percent (95%) of the time on the first try, and to wait no longer than six (6) minutes in the on-line queue. In addition, the Contractor's telephone system shall be capable of providing service level reports detailing average handle time and average wait time for calls. (Reference Attachment A—Performance Requirements and Contract Payment Reductions).



The Contractor shall provide appropriate telephone equipment necessary to comply with Title VI requirements regarding limited English proficient clients and for use in telephonic hearings.

- A.42. The Contractor shall comply with Title IV-D of the Social Security Act, as amended, Title 45, Code of Federal Regulations as amended, and Tennessee Code Annotated, as amended. Failure to adhere to the provisions of this section shall be considered a breach of the Contract and a basis for termination for cause and shall also subject the Contractor to specified Contract Payment Reductions in accordance with Attachment A - Performance Requirements and Contract Payment Reductions.
- A.43. The Contractor shall comply with the State of Tennessee Child Support Guidelines and their application to all Title IV-D cases, except where a final order of any Court shall have been entered directing otherwise and there is a final disposition on the appeal or the time to appeal such order has expired. The legal staff provided under this Contract for Title IV-D actions shall notify the DHS Office of General Counsel, as well as the Assistant Commissioner of Family Assistance and Child Support or their designee, in each case where the Court departs from the Child Support Guidelines in a manner inconsistent with the interpretation of the Guidelines by the Department or the Tennessee Appellate courts. (Reference Attachment A– Performance Requirements and Contract Payment Reductions).
- A.44. The Contractor shall adhere to all orders of a Court of competent jurisdiction except where an order has been timely appealed and the order has not been finalized due to the appeal of such order. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).
- A.45. The Contractor shall adhere to all final orders of any Administrative Hearing Officer of the Department and shall not attempt to seek judicial review of any final orders of the Commissioner of the Department of Human Services. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).
- A.46. The Contractor agrees with, and shall adhere to, the interpretation by the Tennessee Attorney General's Office that, pursuant to Rule 43 of the Tennessee Rules of Appellate Procedures, the order of a Tennessee trial court is not final until the mandate of the appellate court has been issued to the trial court and that an order declaring any provision of the Tennessee Child Support Guidelines or any statute unconstitutional or otherwise invalid is not final until such mandate has been entered. This provision shall continue in effect only as long as Rule 43 remains substantially unchanged from the date this Contract is effective or until further interpretation by the Attorney General or the Tennessee Court of Appeals or the Tennessee Supreme Court. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).
- A.47. The Contractor shall submit for the Department's approval resumes of proposed personnel changes for management and supervisory staff assigned to the project. Further, the Contractor agrees that all management and supervisory staff located in the Contractor's office(s) in the 11th Judicial District shall be direct employees of the Contractor and not employees of a staffing vendor and/or subcontractor.
- A.48. The Contractor shall provide, in a format prescribed by the State, a Monthly Project Update Report no later than the fifteenth day of the month following the end of the reporting period. The Contractor shall provide additional reports as requested by the State. (Reference Attachment A-Performance Requirements and Contract Payment Reductions).
- A.49. The Contractor agrees to cooperate with the State should the State be required to conduct a procurement for services provided under this Contract. Such cooperation, may include, but shall not be limited to, facilitating interviews with attorney(s) and office administrator(s) of the Contractor.



...J). The Contractor shall identify any State-referred cases wherein the caretaker refuses to cooperate in the effort to secure or enforce an order of support and notify the local office of the Department of Human Services of such refusal.

- A.51. The Contractor shall be responsible for managing and responding to client inquiries and or complaints. The State may develop a customer satisfaction survey instrument which will be utilized periodically through the term of the Contract to assess Contractor performance in this area and to determine the effectiveness of the Contractor's customer service process. A copy of the survey instrument will be provided to the Contractor for informational purposes only.
- A.52. In conjunction with the requirements of Section A.51., above, the Contractor shall inform customers of the availability of the Child Support Informal Complaint Process as detailed in the Tennessee Child Support Handbook, and shall make clear to customers the types of client concerns that are appropriate for that Process. In addition, the Contractor shall provide customers with a complaint form upon request and, if requested to do so, assist customers with completing the form.
- A.53. Physical Security – Minimum Protection Standards. The Contractor agrees that strict physical security standards shall be maintained in accordance with State policy and Internal Revenue Service Publication 1075 (Effective January 1, 2014). The objective of these standards is to prevent unauthorized access to Federal Tax Information (FTI). Minimum Protection Standards (MPS) require two barriers to accessing FTI under normal security, configured using one of the following three options: 1) secured perimeter/locked container; 2) locked perimeter/secured interior; 3) locked perimeter/security container. Locked means an area or a container that has a lock, and the keys or combinations are controlled. A security container is a lockable metal container with a resistance to forced penetration, and security locks and keys or combinations that are controlled. The reason for the two barriers is to provide an additional layer of protection to deter, delay or detect surreptitious entry. Protected information shall be containerized in areas where other than authorized employees may have access after-hours.

The Contractor shall maintain strict physical security by employing one of the three alternatives described in Sections A.53.a through A.53.c. herein. For alternatives 2 & 3, intrusion detection equipment shall be added to doors and windows as follows: Intrusion Detection Systems (IDS) designed to detect attempted breaches of perimeter areas. IDS to be used in conjunction with other measures to provide forced entry protection for after-hours security. Additionally, alarms for individual and document safety (fire) and other physical hazards (water pipe breaks) are recommended. Alarms shall annunciate at an on-site protection console, a central station or local police station. Intrusion Detection Systems include, but are not limited to, door and window contacts, magnetic switches, motion detectors, sound detectors, etc., and are designed to set off an alarm at a given location when the sensor is disturbed.

a. Alternative 1:

Secured Perimeter– Enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspection. Any lesser-type partition supplemented by UL approved electronic intrusion detection and fire detection systems. Unless there is an electronic intrusion detection device, all doors entering the space must be locked. In the case of a fence/gate, the fence must have intrusion detection devices or be continually guarded and the gate must be either guarded or locked with intrusion alarms. Space must be cleaned during duty hours. This requirement could apply to exterior or interior perimeters.

Locked Container –A commercially available or prefabricated metal cabinet or box with riveted or welded seams, or metal desks with lockable drawers.

b. Alternative 2:



Locked perimeter– High security pin-tumbler cylinder locks meeting the following criteria:
Key operated mortised or rim-mounted dead bolt lock
Dead bolt throw of one inch or longer
Double cylinder design – must have five or more pin tumblers
If bolt is visible when locked, must contain hardened inserts or be made of steel
Both the key and the lock must be “off master”

Secured Interior Area– same specifications as secured perimeter as defined in A.53.a.

c. Alternative 3:

Locked Perimeter–as defined in A.53.b., above.

Security Container–Metal containers that are lockable and have a resistance to penetration. There should only be two (2) keys to the containers. Strict control of keys is mandatory.

- A.54. The Contractor shall insure that genetic testing is conducted in accordance with the Child Support Policy and Procedures Manual by the State approved vendor. The State will pay for said genetic testing.
- A.55. The Contractor shall utilize the computers and software furnished by the State to provide child support enforcement services. Further, it is the State’s intention that only State supplied equipment shall be used by the Contractor to access the State network. With the exception of multi-function devices and wireless 3G cards which will be provided by the State, the Contractor shall supplement peripheral equipment as deemed necessary by the Contractor, at the Contractor’s expense. The Contractor shall ensure at a minimum software standards of [REDACTED] and Microsoft Office Suite 2010 for Contractor-supplied software.
- A.56. The Contractor understands and agrees that the State network connection and software will only be used in the performance of the agreed upon functions, and that usage of the State network connection and network software for unauthorized purposes may result in cancellation of this Contract, and that the State may pursue all remedies at law and in equity.
- A.57. Contract Services Transition. Upon termination of this Contract, for whatever reason (expiration or termination), the Contractor shall assist the State to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Contract to an organization designated by the State.
- a. The Contractor shall deliver, FOB (free on board) destination, all records, documentation, reports, data, hard copy and electronic files, recommendations, etc., which were required to be produced under the terms of the Contract to the State and/or the State’s designee promptly and with due diligence after receipt of the written request. Electronic files shall be delivered in a Tagged Image File Format (TIFF), Portable Document Format (PDF), or other format as may be prescribed by the State, based on instructions supplied to the Contractor at least forty-five (45) days prior to the required delivery date.
 - b. The Contractor shall discontinue providing the service or accepting new assignments under the terms of this Contract, on the date specified by the State, in order to ensure the completion of such service prior to the termination of the Contract.
 - c. The Contractor shall, upon request of the State, help to provide an understanding of the child support enforcement program in the 11th Judicial District for any potential future Contractor.
- A.58. The State will transmit appropriate child and spousal support case referrals to the Contractor pursuant to Title IV-D of the Social Security Act, 42 U.S.C. §651, *et seq.* Such referrals will



contain the name of the recipient, names of the children and the associated non-custodial parent, if known, such identifying information as is available to assist in the Location Activities and support enforcement process, pertinent known legal information relative to marital status and orders for support, the amount of the family's assistance (TANF) grant or State provided medical services, available data relative to the non-custodial parent's whereabouts and employment, and any other available information which may relate to the support process.

- A.59. The State will provide pertinent information relative to changes of status in referred cases, including, but not limited to, closure of the public assistance case and changes in the aid group.
- A.60. The State may, at its discretion, withdraw any case referrals.
- A.61. The State will provide location service, which will allow access through automated interfaces to various local, state, regional and national databases to facilitate the location of non-custodial parents.
- A.62. The State will ensure that collections are appropriately disbursed to the family and to the federal and state government.
- A.63. The State will consult with the Contractor concerning potential settlements affecting the rights of the State and concerning all adverse administrative or judicial rulings in order to determine appropriate remedies to be sought by the Contractor or the State Attorney General.
- A.64. The State will monitor Contractor performance through various methods including, but not limited to, periodic on-site visits. Monitoring activities under this section will include, but may not be limited to review of the following: office procedures; customer service; adherence to child support policy and procedures; paternity and order establishment; enforcement; collection and distribution of child support. In conjunction with on-site visits the State will discuss, recommend, and monitor special activities that are implemented for the purpose of performance improvement. (Reference Attachment A – Performance Requirements and Contract Payment Reductions).
- A.65. The State will assess Contractor office effectiveness, achievement of performance standards, and desired outcomes in accordance with Federal regulations, State and Federal laws, and applicable court decisions.
- A.66. The State, at its discretion, will conduct Program Reviews of the operation of the Contractor's IV-D program. The State may require a new or revised Corrective Action Plan to address any deficiencies identified. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).
- A.67. The State will notify the Contractor within thirty (30) business days of the receipt of a Corrective Action Plan of the acceptability of the plan and allow fifteen (15) business days for the Contractor to submit a clarification or revision if the Plan is deemed to be unacceptable to the State. (Reference Attachment A -Performance requirements and Contract Payment Reductions).
- A.68. The State may impose Contract Payment Reductions for failure to timely submit an acceptable written Corrective Action Plan. The imposition of such does not preclude the State's right to terminate the Contract during the assessment of said damages. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).
- A.69. The State may impose Contract Payment Reductions for failure to correct the cited deficiencies within the corrective action period, such imposition not to preclude Contract termination. (Reference Attachment A - Performance Requirements and Contract Payment Reductions).
- A.70. The State will serve as the Central Registry for all incoming Intergovernmental IV-D case requests, such as requests for case status and application of appropriate child support enforcement remedies, and will disseminate these requests to the Contractor.



- A.71. The State will provide, to the Contractor, all essential forms to be used in the administration of the program as well as hard copies of the Tennessee Child Support Handbook.
- A.72. The State will provide, to the Contractor, a program policy manual.
- A.73. The State will make application, in appropriate cases and upon Contractor request, to the United States Department of Health and Human Services (DHHS) for permission to utilize a United States District Court to enforce a child support order against a non-custodial parent who is present in another state.
- A.74. The State will make application, in appropriate cases and upon Contractor request, to the United States Department of Health and Human Services (DHHS) for certification to the Department of Treasury for purposes of full collection services of unpaid child support obligations.
- A.75. The State will meet with Contractors, at a minimum, on a quarterly basis.
- A.76. The State will offer, at no charge to the Contractor, telephone interpreter service.
- A.77. The State will provide a connection to the state network, including the necessary circuit and router.
- A.78. The State will provide email, PC Forms, and 3270 access (currently Attachmate) software to the Contractor. Access to e-mail using any device not provided by the State must be through the Outlook Web App only, or any other application that may be later specified by the State. Connection to email via ActiveSync or any other third party product not specified by the State is prohibited.
- A.79. The State will provide the Contractor the required computers to access TCSES.
- A.80. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

- A.81. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**TERM OF CONTRACT:**

This Contract shall be effective on November 1, 2015 ("Effective Date") and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Ten Million Nine Hundred Forty-Two Thousand Two Hundred Seventy-Seven Dollars and Four Cents (\$10,942,277.04) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Child Support Enforcement Services Contract Year 1 (November 1, 2015 – October 31, 2016)	\$ 179,407.21 per month
Child Support Enforcement Services Contract Year 2 (November 1, 2016 – October 31, 2017)	\$ 183,132.57 per month
Child Support Enforcement Services Contract Year 3 (November 1, 2017 – October 31, 2018)	\$ 182,739.14 per month
Child Support Enforcement Services Contract Year 4 (November 1, 2018 – October 31, 2019)	\$ 181,833.50 per month
Child Support Enforcement Services Contract Year 5 (November 1, 2019 – October 31, 2020)	\$ 184,744.00 per month

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.



Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Linda Cowan, Account Technician 2
Department of Human Services
Child Support Fiscal Services
400 Deaderick Street
Citizens Plaza Building 11th Floor
Nashville, TN37243-1403

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Human Services, Division of Child Support Services;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- d. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed



herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Ken Hall, Program Director
Department of Human Services
400 Deaderick Street
Citizens Plaza Building, 14th Floor
Nashville, TN37243-1403
Ken.hall@tn.gov



Phone # (615)313-5208
FAX # (615) 532-2791

The Contractor:

Bettye Smith, Project Manager
Maximus Human Services, Inc.
5751 Uptain Road, Suite 206
Chattanooga, TN 37411
BettyeSmith@maximus.com
Phone #: (423) 508-6528

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least ninety (90) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.



Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.



- ... J. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of



attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 6-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.



1. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) 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.
 - b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and 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. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.3. Confidentiality of Records. The Contractor 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(f); 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 Contractor by the State or acquired by the Contractor 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 Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.
- (b) The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor 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 Contractor 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 Contractor or the Contractor'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 Contractor 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 Contractor 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 Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to 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 Contractor 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 Contractor is found to be non-compliant with Contract safeguards.
- (j) The Contractor agrees, and understands, that access to FTI must be preceded by certification that all personnel of the Contractor and its subcontractors 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 Contractor agrees that all personnel of the Contractor, and all personnel of subcontractors performing services under this Contract for the Contractor, 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 Contractor, along with a current list of its employees, and those of its subcontractors, performing services under this Contract. These IRS Confidentiality Forms, and the list of Contractor's employees and those of its subcontractors 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.

E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 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 Tenn. Code Ann. § 12-7-103 (d).

E.5. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.



- (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.



- E.8. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

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

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.10. Lobbying. The Contractor 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 Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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 31 U.S.C. § 1352.

- E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 34513-22716 (Attachment 6.2.) and resulting in this Contract.



The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.12. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.13. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.14. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.15. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any



disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.16. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.



(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

IN WITNESS WHEREOF,

MAXIMUS HUMAN SERVICES, INC.:

7/13/15

ADAM POLATNICK, VICE PRESIDENT OF CONTRACTS
ASSISTANT GENERAL COUNSEL

DATE



Adam Polatnick, Vice President of Contracts Assistant General Counsel

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

Raquel Matter (Jr)

RAQUEL MATTER, COMMISSIONER

8-18-15

DATE



PERFORMANCE REQUIREMENTS AND CONTRACT PAYMENT REDUCTIONS

1	Failure to timely submit a written corrective action plan addressing failure to meet one or more performance standards outlined in A.7.b.-f. or addressing Program Deficiencies determined by the Self-Assessment and/or Program Review process. (Reference Sections A.8., A.9., A.10, A.11, A.64, A.66, A 67, and A.68.)	Seven Hundred Fifty Dollars (\$750.00)	Per calendar day that a corrective action plan is not received following the passage of the sixty (60) days specified for the development of corrective action plan
2	Failure to correct during the corrective action period, the cited deficiencies being addressed by the corrective action plan. (Reference Sections A.8., A.9., and A.69.)	One Thousand Five Hundred Dollars (\$1,500.00)	Per calendar month following lapse of the period approved for corrective action to accomplish the desired results
3	Failure to clarify and/or revise within fifteen (15) business days <u>any</u> Corrective Action Plan which the State determines to be unacceptable. (Reference Section A.10. and A.67.)	Five Hundred Dollars (\$500.00)	Per calendar day
4	Failure to provide the State, no later than January 31, 2016, a tested version of the Disaster Recovery / Business Continuity Plan or to notify the State, by the due date as specified, of alterations to the documented and tested Disaster Recovery / Business Continuity Plan. (Reference Section A.24.)	Seven Hundred Fifty Dollars (\$750.00)	Per calendar day
5	Failure to ensure that office(s) are open and staffed on all days and times that the State is open and staffed. (Reference Section A.31.)	Five Thousand Dollars (\$5,000.00)	Per incident
6	Failure to maintain staffing at a level consistent with one (1) FTE position per five hundred and fifty (550) cases. (Reference Section A.31.)	Seven Thousand Five Hundred Dollars (\$7,500.00)	Per FTE, per incident, following the passage of the thirty (30) days until next reporting of staffing level and caseload
7	Failure to maintain staffing consistent with the staffing narrative submitted in the Contractor's Technical Proposal seeking this Contract. (Reference Section A.31.)	Ten Thousand Dollars (\$10,000.00)	Per month, per incident
8	Failure to meet standards related to providing sufficient incoming telephone lines. (Reference Section A.41.)	Three Thousand Dollars (\$3,000.00)	Per incident per day
9	<p>A) Failure to adhere to the provisions outlined in A.42. through A.46.</p> <p>B) Failure to comply with the requirements for adherence to the interpretation and application of the Tennessee Child Support Guidelines (Reference Section A.43.);</p> <p>C) Failure to adhere to all orders of the Court of competent jurisdictions except when the order has not been finalized due to timely appeal (Reference Section A.44.);</p> <p>D) Failure of the Contractor to adhere to all final orders of an administrative hearing officer of the Department or appealing a final order of the Commissioner of Human Services (Reference Section A.45.);</p> <p>E) Failure to adhere to the interpretation of the effect of Rule 43 of the Tennessee Rules of Appellate Procedures relative to the finality and effectiveness of a judicial order. (Reference Section A.46.)</p>	Seven Thousand Five Hundred Dollars (\$7,500.00)	Per incident



Attachment A (CONTINUED)

PERFORMANCE REQUIREMENTS AND CONTRACT PAYMENT REDUCTIONS

10	Failure to provide Monthly Project Update Report, no later than the fifteenth day of the month following the month for which the reporting is done. Failure to provide additional reports as requested by the State. (Reference Section A.48.)	Five Hundred Dollars (\$500.00)	Per incident
11	Failure to insure that all personnel of the Contractor and of any subcontractors authorized to handle Federal tax related information sign an IRS Confidentiality Form annually (Reference Section E.3.j.)	Five Hundred Dollars (\$500.00)	Per person per required event
12	Failure to meet or exceed performance standards specified in Section A.7., <i>et. seq.</i> (Reference Section A.7., <i>et. seq.</i>)	An amount equal to two percent (2%) of the compensation paid to the Contractor during the contract year(s) in which the performance standards were not met.	Per performance standard not attained, per service provision year
13	Failure to provide written notice to the State a minimum of thirty (30) days in advance if unable to begin service delivery on November 1, 2015. (Reference Section A.1.)	One Thousand Dollars (\$1,000.00)	Per calendar day short of the thirty (30) days advance notice
14	Failure to begin service delivery on November 1, 2015. (Reference Section A.1.)	An amount equal to the cost incurred by the State to deliver the services from November 1, 2015 through the entire period of time the Contractor is unable to perform.	Per incident



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	RFS 34513-22816
CONTRACTOR LEGAL ENTITY NAME:	Maximus Human Services, Inc
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Adam Poutnick, Vice President

PRINTED NAME AND TITLE OF SIGNATORY

7/13/15

DATE OF ATTESTATION



Attachment C

AUTHORIZED INDIVIDUALS

CONTRACTOR:

Kathleen L. Kerr, President, Maximus Human Services, Inc.

**Adam Polatnick, Vice President of Contracts & Assistant General Counsel
Maximus Human Services, Inc.**

STATE:

Raquel Hatter, Commissioner, Department of Human Services

Patricia Stubblefield, Assistant Commissioner, Family Assistance and Child Support

Charles Bryson, Director, Child Support Operations



Attachment D

**MINIMUM SPECIFICATIONS FOR COMPUTERS PROVIDED BY THE STATE
(Reference A.55 and A.79)**

The computers provided by the State will have, at a minimum, a Dual-core Processor (2.4 GHz), 2 GB RAM, 250 GB (approximate) hard drive running [REDACTED]

Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	
2. Contracting Agency Name	
3. Contractor Name	
4. Service Caption	
5. Agency Contact (name, phone, e-mail)	
<p>6. Legal Certification</p> <p><i>By signing below, the department's legal staff certifies that:</i></p> <ol style="list-style-type: none"> 1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request); 2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and 3) the contract does not contravene applicable law. 	
<p>Agency Attorney Signature & Date</p>	
<p>7. (Optional) Alternative to Legal Certification Request</p> <p>Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p> <p>Justification</p>	
<p>Agency Head Signature & Date – contracting agency head or authorized signatory</p>	