



Tennessee Technical Assistance Network (TN-TAN) Grants 2020 Request for Applications (RFA)

Tennessee Department of Education | November 2020

Application Due Date: JANUARY 29, 2021

Funding for the programs awarded as a part of this network is provided by the U.S. Department of Education under the Individuals with Disabilities Education Act (IDEA).

Table of Contents

[General Information](#)

[Review Process](#)

[Application Procedures](#)

[Appendix A: Scoring Rubric](#)

[Appendix B: Budget Template](#)

[Appendix C: Allowable Costs](#)

[Appendix D: Cover Page](#)

[Appendix E: Scopes of Service](#)

[TN-TAN Coordination](#)

[TN-TAN Evaluation](#)

[Behavior and Related FAPE](#)

[Autism](#)

[MTSS \(behavior and academics\)](#)

[District Evaluation Supports](#)

[Access to Preschool Opportunities](#)

Appendix G: Grant Contract Template

General Information

Background

Through the department's strategic plan, *Best for All*, Tennessee will set all students on a path to success. The department is committed to ensuring that when our students graduate, they can accomplish the dreams they set for themselves. This is the reason we do the hard work we do every day: to ensure that our students leave us with the skills they need to be successful, regardless of the path they choose for themselves. We recognize that not only is this *important* work, but it is *hard* work.

It is essential that the department aligns resources and leverages funding to better support school districts as they do this important, life-changing work. The department recently partnered with the National Center for Systemic Improvement (NCSI) to closely examine its use of Individuals with Disabilities Education Act (IDEA) discretionary funds and obtain independent feedback and identification of areas for process improvements. As a result of this work, we have identified an opportunity to better leverage these funds to improve outcomes for children with disabilities through the coordination and evaluation of contracted supports for school districts. This request for applications will allow us to issue grant contracts for these supports.

During 2019-20 school year, the department collected and analyzed state-level data, feedback regarding district needs, concerns, and challenges through surveys and statewide focus groups. This feedback has been instrumental in establishing the priorities that will be addressed through this request for applications.

Procurement Purpose

The department seeks to improve outcomes for students with disabilities through the establishment of an accessible, streamlined *Tennessee Technical Assistance Network (TN-TAN)*. TN-TAN will provide Tennessee public school districts and families with access to evidence-based training, professional development, and resources through the department's Best for All Central online platform ("Best for All Central"). The department has identified four priorities and developed scopes of service to address each. Services provided through each awarded Grant Contract will be accessed online through Best for All Central, with supports coordinated and evaluated by a grantee selected through this request for applications.

The department will award one Grant Contract for coordination, one contract for evaluation, and up to five Grant Contracts total for the four identified priorities. The coordination contract and evaluation contract will be awarded to separate Grantees. Respondents submitting a proposal to

coordinate or evaluate services may not submit proposals for any other priority. All other respondents may submit proposals for one or more of the four identified priorities addressed through this request for applications. The department has reserved \$4 million to support this project through June 30, 2021 and an additional \$8 million annually through June 30, 2026.

The four priorities addressed through this solicitation are special education programming, tiered supports, child find, and early childhood supports. Table One includes each priority, its purpose, and the scope(s) of service associated with each, listed in order of funding priority.

Table One: TN-TAN Priorities and Scopes of Service Included in this Request for Applications

Priorities	Purpose	Scope
Special Education Programming	Decrease discrepant behavior/discipline practices for students with disabilities (SWD) (ages 3-21), increase access to the general education setting, and improve annual outcomes for SWD demonstrating complex behavioral challenges (e.g., achievement, grad rate, least restrictive environment (LRE), Pre-K LRE, etc.)	(1) Behavior and Free Appropriate Public Education (FAPE) (2) Autism
Tiered Supports	Reduce restraint and isolation events, prevent discrepant discipline and disability identification (i.e., specific learning disability, emotional disturbance, and other related disabilities) by providing positive behavior supports and interventions (academic and behavioral) for children ages 3-21.	(3) Multi-Tiered Systems of Support (MTSS) for behavior and academics
Child Find	Decrease the rate of disproportionate identification rates, increase completion of evaluations within timelines, address impacts of district reported shortages of assessment specialists.	(4) District Evaluation Supports
Early childhood supports	Increase percent of children aged 3 through 5 with Individualized Education Programs (IEPs) attending a regular early childhood program, decrease the percentage of children aged 3 through 5 attending separate special education class, school, or facility.	(5) Access to Preschool Opportunities

Priorities	Purpose	Scope of Service
Supports All Priorities	Manage content from TN-TAN grantees using the state-hosted platform, Best for All Central; assist educators and families in connecting to coordinated resources and supports available through the TN Technical Assistance Network ("TN-TAN") and partners.	TN-TAN Coordination

Supports All Priorities	Design and implement an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities.	TN-TAN Evaluation
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Communications

Prospective grantees must direct communications concerning this request for applications to the following person designated as the solicitation coordinator:

Theresa Nicholls, Assistant Commissioner

Division of Special Populations

Department of Education

(615) 347-1909

Theresa.Nicholls@tn.gov

Review Process

Complete applications meeting the requirements specified under *Application Procedures* (below) and received by the department on or before the application deadline will be forwarded to a review committee. The committee will provide each application with a technical score based upon the review criteria and rubric. A copy of the scoring rubric, which includes evaluation of the proposed budget, can be found in [Appendix A](#).

Proposals for each scope of services will be reviewed and scored individually.

The department reserves the right to not award all grants, and to determine specific grant amounts. *All awards are subject to the availability of federal funds. Grants are not final until the grant contract is executed.*

Selected grantees will need to sign a grant contract on state template. The pro forma grant contract in Appendix G substantially represents what the grantee will need to sign (with the appropriate scope from the menu in Appendix E inserted). If the selected grantee is a state entity, the grant terms will be modified accordingly in accordance with state templates for state entities.

Application Procedures

The application must be completed and submitted via email to Theresa.Nicholls@tn.gov by **JANUARY 29, 2021 at 4:30 p.m. central**. Paper copies of this application will not be accepted.

TN-TAN Coordination and Evaluation

- Respondents may submit a proposal for *either* coordination or evaluation.
- Respondents submitting a proposal for coordination or evaluation may *not* submit proposals to address any other scope of service included in the TN-TAN.

District, Family, and Student Supports

- Respondents must submit a separate application package for each scope of service for which the Respondent wishes to apply.
- Respondents may apply for one or more priority areas included in this request for applications.
- Respondents may use subcontracts, subject to approval by the State, as necessary to ensure that support is provided statewide.

Each application must include:

1. Cover page ([Appendix D](#)).
2. Scoring rubric ([Appendix A](#)) labeled with Respondent legal entity name, scope name, and page numbers listed in column one that correspond with each response.
3. Narrative response to each item, 1-6, on the scoring rubric.
4. Narrative response to the two questions on the rubric that are specific to the scope of service for which the Respondent is applying.
(Reminder: a separate application must be submitted for each scope for which the Respondent wishes to apply).
5. Completed budget template ([Appendix B](#)) for each fiscal year that will be awarded through this request for applications. The proposed budget will be scored as part of the evaluation. Respondents should clearly demonstrate the capacity to provide statewide support through the budget proposal.
 - FY2021: January 1, 2021 – June 30, 2021
 - FY2022: July 1, 2021 – June 30, 2022
 - FY2023: July 1, 2022 – June 30, 2023
 - FY2024: July 1, 2023 – June 30, 2024
 - FY2025: July 1, 2024 – June 30, 2025
 - FY2026: July 1, 2025 – June 30, 2026
 - Total budget: January 1, 2021 – June 30, 2026

Appendix A: Technical Response Scoring Rubric

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
Provide a response for items 1 – 6 for the scope for which the Respondent is applying. Indicate the page number where this information is located in column one.							
	Experience 1. Describe the Respondent's expertise and experience relative to the identified priority and scope of service.	5	Demonstrates <i>significant</i> understanding, expertise, <u>and</u> experience (5+ years)	Demonstrates <i>basic</i> understanding, expertise, and two (2) or more years of experience	Demonstrates <i>limited</i> expertise and/or experience less than two (2) years	Expertise/experience <i>unclear</i> or <i>insufficient</i> to meet the requirements of this scope of service	
	Provision of Services 2. Describe how the Respondent will provide support to address statewide need through the scope of service, accomplish required objectives, and meet the State's project schedule. Acceptable evidence includes history of providing service on a large scale with proven track record; details of how personnel will be assigned statewide to meet grant requirements, organization chart, supervision plan.	5	<i>Clearly</i> demonstrates capacity with multiple sources of evidence demonstrating success in the provision of statewide support; plan is <i>thorough</i> and <i>clear</i>	Demonstrates capacity to provided support statewide with at least one piece of evidence	Details <i>lacking</i> , and/or <i>unclear</i> plan to support statewide need (i.e., lack of evidence, unclear how evidence will ensure statewide support)	Does <i>not</i> address statewide need	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	Accountability 3. Describe how the Respondent will ensure that the supports provided through this scope of service drive improved outcomes for students with disabilities through collaboration, coordination, and evaluation.	3	Clearly demonstrates the use of outcomes data to drive planning and management of grant activities; narrative clearly indicates how collaborative efforts will drive improved outcomes	Demonstrates how data will be used to plan and manage grant contract activities	Some data included; response <i>limited</i> in detail	Response <i>lacks</i> data, is <i>unclear</i> , and there is <i>insufficient</i> information to evaluate this item	
	Budget 4. Describe how the Respondent will allocate funds awarded through this project to support statewide need relative to this scope of service.	3	Budget narrative is <i>clearly</i> detailed, <i>aligned</i> to project goals, and funding request is <i>sufficient and fiscally responsible</i> to	Budget narrative contains <i>sufficient</i> detail and is <i>aligned</i> to project goals; supports statewide need but	Budget narrative <i>lacks sufficient</i> detail to support the amount of funds requested; and/or does <i>not</i> support statewide need	Budget narrative lacks detail, and/or <i>not directly aligned</i> to project goals; and/or does <i>not</i> address statewide need	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
			address statewide need	budget request is not fiscally responsible to address statewide need			
	Evidence of Success 5. Provide evidence of prior success supporting states, school districts, schools, educators, and/or families) as related to the priority and scope (s) for which Respondent is applying.	5	Data <i>clearly</i> demonstrates improved outcomes as a result of Respondent's efforts	Data provides evidence of success, but does <i>not</i> include outcomes data	Response <i>lacks</i> detail and data provided does <i>not sufficiently</i> demonstrate success	Response does <i>not</i> include data as evidence of success	
	Evidence of Quality Materials 6. Provide samples of previously developed training materials and resources (PPTs, guidance documents, infographics, etc.) related to the priority and scope (s) for which Respondent is applying.	3	Multiple samples provided are <i>engaging</i> , include <i>strong and accurate</i> content, and are visually appealing	Samples provided include <i>accurate</i> content but does not demonstrate a high level of audience engagement	Few samples provided, materials of minimal quality	Few/no samples provided, materials are of poor quality and/or contain inaccurate information	
Provide a response for the question below that is specific to the scope(s) for which the Respondent is applying.							
TN-TAN Coordination							

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	1. Describe the important processes and procedures that need to be in place to ensure smooth coordination of referrals and responses to those requesting assistance.	5	<i>Thorough, detailed response; provides a clear, systematic approach to coordinating services</i>	Response includes an <i>overview</i> of the Respondent's approach to coordinating services	Response has <i>limited</i> details; description of processes/procedures <i>lacks</i> detail and does not appear to have a complete plan for referrals and coordination	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
	2. Describe what objectives will be accomplished in quarterly meetings with TN-TAN grantees and State staff.	5	<i>Detailed response that provides meaningful, reasonable, and measurable objectives consistent with the project purpose</i>	Response includes <i>measurable</i> objectives consistent with the project purpose but may not be reasonable or meaningful	Response has <i>limited</i> details; objectives are <i>not measurable</i>	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
TN-TAN Evaluation							
	1. Describe the database(s) the Respondent will use to analyze provided data and in what format Respondent will provide the results.	5	Provides <i>detailed</i> answer on database program that allows for	Describes database and includes description of how data will	Database description is <i>limited</i> in detail and capacity to analyze large	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
			various statistical analyses of large amounts of data	be analyzed, but is lacking in depth details	amounts of data	evaluate this item	
	2. Provide the metrics that will be used to evaluate the effectiveness of grantee services and determine the effectiveness of supports to improve student outcomes.	5	Includes <i>statistical analyses</i> , types of data, <i>reporting methods</i> , and <i>report structures</i>	Demonstrates understanding of metrics needed to evaluate program effectiveness but does not include reporting methods and structure	Response is limited in detail; metrics do not evaluate effectiveness	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
Behavior and Related FAPE							
	1. Describe the format and content Respondent would include in the professional development as described in scope item A.6.a. to	5	Provides a <i>thorough, detailed</i> breakdown of agenda, content	Provides a high-level overview and description of training format	Response is limited in detail; <i>lacks</i> evidence-	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	ensure participants are appropriately equipped to complete and implement plans. Include training content reflecting the components of a Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP).		components, resources used, and training methods that will support <i>strong evidenced-based</i> practices with examples of developed products	and content focused on <i>evidence-based</i> practices	based practices	evaluate this item	
	2. Provide a detailed example of how you would use root cause analysis data and a needs assessment to consult with a district on addressing their response to high levels of disciplinary rates, restraints, and behavioral challenges.	5	Clearly provides effective ways to collaborate and consult with a district to build their capacity to achieve desired outcomes; provides example of root cause of analysis and history of use	Demonstrates understanding in use of root cause analysis to support school districts to achieve desired outcomes but does not demonstrate a history of using a root cause analysis	Limited details, limited understanding or root cause analysis/district support	Response, is unclear, and/or there is insufficient information to evaluate this item	
Autism							

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	1. Since special education directors and administrators are critical to affecting systemic change, describe the training content the Respondent will develop for those groups that will likely lead to improved practices at a district/school level.	5	Provides a breakdown of content using <i>evidenced-based</i> strategies to effect change in leadership and <i>inclusive environmental design</i> for students with autism with examples of developed content	Provides a high-level overview and description of content to effect change in leadership	Limited details; does not include evidence-based practices	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
	2. Describe the training content regarding the difference between the medical model and educational model related to the identification of autism (in Tennessee) and service provision, and provide clear examples of how this will explain and inform the differences to educators, families, and outside providers?	5	Demonstrates <i>significant</i> knowledge and understanding; <i>clearly</i> articulates IDEA and state regulations and best practices; examples are customized to stakeholders	Demonstrates understanding of IDEA regulations and best practices, examples are not customized to stakeholder needs	<i>Limited</i> details; <i>limited</i> understanding of IDEA and best practices	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
MTSS (Behavior and Academics)							

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	1. Describe what Respondent would include in MTSS training content for school districts.	5	Provides a <i>strong</i> comprehensive overview that is consistent with TN frameworks and supports, samples provided demonstrate engaging content aligned to TN frameworks	Provides an overview that is consistent with TN frameworks and supports, lacks samples or samples lack engaging content	Limited details; does not demonstrate understanding of TN frameworks and supports	Response, is <i>unclear</i> , and/or <i>not aligned</i> to TN frameworks and supports, and/or there is <i>insufficient</i> information to evaluate this item	
	2. Provide a detailed example of how you would use root cause analysis data and a needs assessment to consult with a district on improving implementation of MTSS.	5	Demonstrates a <i>clear</i> understanding of root cause analysis and how to link data to developing action plans (includes strong examples and history of use)	Demonstrates understanding of root cause analysis as a tool to support school districts (lacks strong examples or history of use)	Limited details; limited understanding of root cause analysis	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	
District Evaluation Supports							
	1. Specifically, describe how the Respondent will address the	5	<i>Clearly</i> demonstrates	Demonstrates knowledge of	Limited details, and/or limited	Response, is <i>unclear</i> , and/or	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	importance of quality evaluation practices and using meaningful data in trainings to reduce the rate of discrepant identification.		knowledge of best practices consistent with national professional association standards, IDEA alignment, and state requirements; demonstrates <i>strong</i> knowledge of how to use referenced data to drive trainings and evaluate outcomes	best practices and state requirements; <i>some</i> knowledge of how to use referenced data or is not clear on how data will drive training planning	understanding of best practices, state requirements	there is <i>insufficient</i> information to evaluate this item	
	2. Describe the components of a robust assessment library and the technical	5	<i>Clearly</i> demonstrates knowledge of best practices	Demonstrates knowledge of best practices and state	Limited details, and/or limited understanding of best	Response, is <i>unclear</i> , and/or there is <i>insufficient</i>	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	requirements that should be addressed.		consistent with national professional association standards, IDEA alignment, and state requirements; demonstrates <i>strong</i> knowledge of technical requirements that ensure high quality evaluations	requirements; <i>some</i> knowledge of technical requirements that ensure high quality evaluations	practices, state requirements	information to evaluate this item	
Access to Preschool Opportunities							
	1. Provide a detailed example of how the Respondent would conduct a needs assessment and root cause analysis and use the data to consult with a district on developing an action	5	Demonstrates a <i>clear</i> understanding of root cause analyses and how to link data	Demonstrates understanding of root cause analysis as a tool to support school districts	Limited details; limited understanding of root cause analysis	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to	

Respondent Legal Entity Name:							
Scope Name:							
Page #	Technical Response Respondents must submit a <u>separate proposal</u> for each scope of service for which the Respondent is applying. Each scope-specific proposal will be reviewed and scored separately.	Evaluation Factor	High-quality (3 points)	Satisfactory (2 points)	Limited details (1 point)	Insufficient Response (0 points)	Raw Weighted Score
	plan to implement inclusive preschool settings. What approach might be suggested if there is resistance to inclusion from leadership?		to developing action plans (includes <i>strong</i> examples and history of use) related to inclusive preschool settings	but does not have strong examples or history of use		evaluate this item	
	2. Describe some ways to address funding concerns related to the provision of integrated services in an inclusive voluntary pre-school setting.	5	Demonstrates <i>strong</i> understanding of special education and education funding/ budgets and provides <i>strong, valid, actionable</i> options	Demonstrates understanding of special education funding/budgets, but does not include actionable options	Limited details; <i>limited</i> understanding of special education funding/budgets	Response, is <i>unclear</i> , and/or there is <i>insufficient</i> information to evaluate this item	

Total Raw Weighted Score Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>	X 100 <i>(maximum possible score)</i>	= SCORE:	
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Appendix B: Budget Template

GRANT BUDGET				
Respondent Legal Entity Name:				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: DATE END: DATE				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount

TOTAL	Amount
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Appendix C: Allowable Costs

Expenditures must be clearly tied to goals and objectives of the project or program.

Generally **allowable expenses** include:

- Salaries for program personnel including the project director
- Supplies and materials required for the program
- Travel to required meetings and conferences

Some examples of **non-allowable expenditures** are:

- Agency level expenses, not directly or clearly related to program
- Grant writing services or fees to prepare the application
- Bonuses or incentives for personnel including cash or material items
- Entertainment (e.g., amusement, diversion, social activities)
- Interest or late payment fees on credit cards
- Purchases of facilities or vehicles
- Capital improvements (e.g., permanent buildings, fixtures, or renovations)
- Lobbying
- Travel expenses for individuals not involved with the program
- Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Supplanting federal, state, or local funds

This is not an all-inclusive list of allowable and non-allowable expenses. Grantees are expected to follow all guidelines for the administration of federal grant funds. Grantees should refer to the Education Department General Administrative Regulations (<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>) and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (<https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>) for guidance.

Appendix D: Cover Page

TN Technical Assistance Network Proposal	
Respondent Legal Entity Name	
Primary Contact Name	
Primary Contact Email	
Address	
<p>Please indicate (<i>check <u>only one</u></i>) the scope of service represented in this application.</p> <p><i>Note: Separate, complete applications must be submitted for each scope for which the respondent is applying.</i></p>	<p><input type="checkbox"/> TN-TAN Coordination</p> <p><input type="checkbox"/> TN-TAN Evaluation</p> <p><input type="checkbox"/> Priority 1: Behavior and Related FAPE</p> <p><input type="checkbox"/> Priority 1: Autism</p> <p><input type="checkbox"/> Priority 2: MTSS</p> <p><input type="checkbox"/> Priority 3: District Evaluation Supports</p> <p><input type="checkbox"/> Priority 4: Access to Preschool Opportunities</p>

Appendix E: Menu of Scopes

Scope	TN-TAN Coordination
Priority	All
Purpose	Manage content from TN-TAN grantees using the state-hosted platform, Best for All Central; assist educators and families in connecting to coordinated resources and supports available through the TN Technical Assistance Network and partners

A.2. Definitions

- a. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee’s hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- b. **Coordination of Supports:** The State grantee responsible for the work outlined in this scope of service to include **updating, organizing, and managing content from all TN-TAN grantees for** the State-hosted platform, Best for All Central. This Grantee will also assist educators and families in connecting to coordinated resources and supports available through TN-TAN and partners.
- c. **Evaluation of Supports:** The State grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- a. **TN Technical Assistance Network (TN-TAN):** Coordinated technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees (“TN-TAN grantee(s)”).
- d. **TN-TAN priorities:** The individual technical assistant projects (i.e., special education programming, tiered supports, child find, and early childhood supports), or identified supports (such as those listed in A.4.) within TN-TAN.

A.3. The Grantee shall complete a detailed work plan within 20 days of the Grant Contract start date detailing the steps necessary to accomplish scope of service items A.4 through A.5. The work plan shall:

- b. include milestones outlining actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- c. be approved by the Section D.8. State contact for this Grant Contract;
- d. be updated on a weekly basis to track progress; and

- e. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.4. The Grantee shall manage all TN-TAN online content using Best for All Central. The Grantee shall:

- a. manage the online platform using Drupal and Google analytics.
- b. design page layout in collaboration with the State so that it is user friendly, accessible, and organized.
- c. in collaboration with the State, develop procedures for TN-TAN grantees and State staff to define a review and approval process for all content to be loaded on to Best for All Central.
- d. ensure all content is 508 compliant.
- e. upload content from TN-TAN grantees or State within one (1) business day of the date received; the Grantee shall provide written notice to the State and /or TN-TAN grantees regarding content that cannot be uploaded within this timeframe and clearly define revisions needed prior to uploading.
- f. review and provide analytic summaries to TN-TAN grantees and the State quarterly, and as requested by TN-TAN grantees or the State.

A.5. The Grantee shall coordinate and model the provision of evidence-based supports with the State and across each TN-TAN priority to ensure system coherency, State outcome alignment, leverage resources, and establish sustainable partnerships. The TN-TAN will include, but not be limited to:

- a. Multi-tiered systems of supports (MTSS) - (<https://www.tn.gov/education/student-support/student-supports-in-tn.html>) training and resources available to district leaders, educators, and families to assist with the implementation of tiered system of supports for academic and non-academic instruction and interventions.
- b. Autism supports - training and resources available to school districts leaders, educators, and families to evaluate, identify, and program for students with autism.
- c. Behavior and FAPE supports - training and resources available to district leaders, educators, and families needed to implement best practices related to behavior planning for students and improve outcomes for students with disabilities whose behavior significantly impact their learning.
- d. Transition TN - (<https://transitiontn.org/>) resources available to educators and families to help with IEP transition assessments, goal development, and transition service planning.
- e. SPDG K-12 and SPDG Pre-K- information regarding the training and resources available to school districts/ schools who participate in the SPGD grant. The aim of this work is to increase students with disability's access to the general education setting and improve special education assessment/intervention planning.
- f. Alternate Assessment Participation resources - training and resources for educators and families to support appropriate decision making regarding alternate assessment participation.

- g. Identified State Supports and available professional development - professional development opportunities (based on request and identified needs) and technical assistance to district leaders, educators, and families provided by State staff. The Grantee will be provided with a description of supports each role provides in order to help coordinate and refer those requesting assistance to the appropriate person.
- h. Family engagement partners assist the State, other TN-TAN grantees, and district leaders with providing ways to engage families in the work of each priority area while also providing relevant guidance/ resources to parents to support them in navigating the educational setting.

A.6. The Grantee shall refer support requests from educators and families to the appropriate TN-TAN support. The Grantee shall:

- a. in collaboration with the State, determine ways to promote services to meet district needs;
- b. rapidly connect TN educators and family members with evidenced-based materials and high-quality content expertise by management of the page design to access TN-TAN priorities' content, resources, referral system, and evaluation links on Best for All Central;
- c. prioritize school districts identified by the State as high need;
- d. use Best for All Central to update request/response tracking system daily;
- e. meet quarterly with the TN-TAN priority leads identified by the State and State staff to provide updates on coordination activities to help plan for continued service needs;
- f. provide quarterly updates, including a breakdown of requests and services by district, region, and state. Include response time from both the coordinator and the priority project. Additional update reports may be requested by the State; and
- g. provide a summative annual report with all data collected and reported quarterly. The report will include suggestions of refinement to improve the coordination process with projects and school districts.

Scope	TN-TAN Evaluation
Priority	All
Purpose	Design and implement an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities

A.2. Definitions

- a. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders,

educators, and families an extensive collection of high-quality optional resources to support teaching and learning.

- b. **Coordination of Supports:** The State grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- c. **Evaluation of Supports:** The State grantee responsible for the work outlined in this scope of service to include designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities.
- d. **TN Technical Assistance Network (TN-TAN):** coordinated technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees ("TN-TAN grantee(s)").

A.3. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.4 through A.8. The work plan shall:

- a. include actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- a. be approved by the Section D.8. State contact for this Grant Contract;
- b. be updated on a weekly basis to track progress; and
- c. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.4. The Grantee shall design and implement evaluation activities that measure the effectiveness, implementation, and sustainability for increased educator efficacy and improved student outcomes for each project that is included in the TN-TAN. The Grantee shall:

- a. assist projects in identifying short term and long-term outcome metrics;
- b. observe project activities and work closely with project staff to implement meaningful utilization-focused evaluation practices; and
- c. collect and analyze data based on evaluation activities (e.g., survey data, implementation stage ratings, etc.) and state and district level outcome data points (identified by the State to include, but not limited to, restraint and isolation, disciplinary data, LRE, achievement data).

A.5. The Grantee shall provide support to each project under the TN-TAN to include:

- a. technical assistance and consultation focused on data collection.
- b. provision of monthly reports to projects and the State as part of continuous quality improvement activities.
- c. continuous collection and analysis of evaluation data related to project activities.
- d. meeting quarterly with the priority leads identified by the State and State staff to provide updates on evaluation activities to plan for continued service needs.

- A.6. The Grantee shall analyze state provided data for the federally required TN IDEA State Performance Plan State Systemic Improvement Plan Indicator 17 data and prepare a draft report (report specifications will be provided by the State) for the State's consideration by February 1 annually.
- A.7. The Grantee shall provide quarterly reports by the 15th of October, January, April, and July to the state contact. Quarterly reports shall include raw data and an analysis of current data for the established short-term metrics of each project. Additional reports may be requested by the State as needed.
- A.8. The Grantee shall provide an annual report detailing progress toward long-term metrics for each project under the TN-TAN and produce an evaluation brief for each TN-TAN priority no later than September 1 annually.

Priority 1: Special Education Programming

Scope	Behavior and related FAPE
Priority	Special Education Programming
Purpose	Decrease discrepant behavior/discipline practices for SWD (ages 3-21), increase access to the general education setting, and improve annual outcomes for SWD demonstrating complex behavioral challenges (e.g., achievement, grad rate, LRE, Pre-K LRE, etc.).

A.2. Definitions

- a. **Behavior Intervention Plan (BIP):** a written plan developed by an IEP team that includes positive strategies, program modifications, and supplementary aids and supports aimed to decrease problem behaviors and reinforce replacement behaviors that allow the child to be educated in the least restrictive environment.
- b. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- c. **Coordination of Supports:** the state grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- d. **De-escalation Skills:** skills used help school staff respond calmly to a situation, to prevent a potentially dangerous situation from escalating to a physical confrontation or injury, and avoid a crisis (e.g., use of personal space, body language, listening skills).
- e. **Discrepant Practices:** addresses the number of students with disabilities (SWDs) being suspended and/or expelled for more than 10 days in a given school year, predicated on students' disability status and/or students' race/ethnicity.
- f. **Evaluation of Supports:** the state grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- g. **Free Appropriate Public Education (FAPE):** a requirement of IDEA that a free appropriate public education must be available to all children residing in the State between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school as provided for in 34 CFR § 300.530(d).
- h. **Functional Behavior Assessment (FBA):** the evaluation process that searches for an explanation for the purpose behind a problem behavior using a systematic approach (including information/data gathering) and an analysis of relationships between antecedents and consequences.
- i. **Individuals with Disabilities Education Act (IDEA):** a federal law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education and related services to those children.
- j. **Isolation:** defined by T.C.A. § 49-10-1303(4) as the confinement of a student alone in a room with or without a door, or other enclosed area or structure pursuant to § 49-10-1305(g) where the student is physically prevented from leaving. T.C.A. 49-10-1302-1307
- k. **Manifestation determination review:** a requirement of state and federal special education law that within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the child's IEP Team determine

(i) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (ii) If the conduct in question was the direct result of the LEA's failure to implement the IEP.

- l. **Most complex behavioral needs:** students demonstrating pervasive or dangerous behaviors that significantly impact instruction time, safety, or access to the general education setting.
- m. **Restraint:** defined by T.C.A. § 49-10-1303 as a physical holding restraint, mechanical restraint, or chemical restraint.
- n. **TN Technical Assistance Network (TN-TAN):** coordinated department funded technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees ("TN-TAN grantee(s)").

A.3. Materials and resources created through this Grant Contract shall be available for public use and shall be submitted for review and approval to the State contact to ensure alignment to the State's initiatives and consistency with federal and state regulations a minimum of four weeks prior to use.

A.4. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.5 through A.8. The work plan shall:

- a. include actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- b. be approved by the Section D.8. State contact for this Grant Contract;
- c. be updated on a weekly basis to track progress; and
- d. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.5. The Grantee shall create virtual training modules and resources to support school districts in the use of evidence-based strategies for the purpose of supporting school districts in increasing access to the general education setting, decreasing Discrepant Behavior and Discipline Practices, and improving outcomes for students with disabilities, including those with complex needs.

- a. Virtual training models shall not exceed 30 minutes and shall include, but not be limited to, the following topics:
 - 1. IDEA/ State rules regarding behavior/ discipline—administrator module and general module
 - 2. FAPE implications related to behavioral programming
 - 3. Evidence-based Interventions
 - 4. Manifestation determinations
 - 5. FBA/ BIP
 - 6. Data-based decision making

7. Paraprofessional role
 8. Isolation and restraint
 9. De-escalation skills
 10. Common underlining reasons for behavioral and emotional challenges (e.g., trauma, functions of behavior)
- b. Materials and resources shall be developed to support both educators and families. All materials developed shall be approved by the State and shall include, but not be limited to:
1. manifestation determination file review and interview templates.
 2. informational pamphlets or one-page documents for educators focused on discipline under the IDEA and tips for home and school collaboration to support behavior.
 3. informational pamphlets or one-page documents for families focused on restraint and isolation law and rules, manifestation determination reviews, general information on behavior and discipline, and home-school collaboration tips to support behavior.
 4. FBA/BIP documents (support documents, refinement of current FBA/BIP docs as needed).
 5. forms, resources, and data tools to help school districts monitor district-level practices.
- c. The Grantee shall partner with The Arc of Tennessee, Family Engagement in Special Education, to:
1. ensure documents created for families are jargon-free and in family-friendly language, and
 2. disseminate these resources to families.
- A.6. The Grantee shall provide in-person professional development for school districts to include, but not be limited to:
- a. FBA/BIP workshops for complex students—3 to 5 day workshops that include reference to the federal and state laws regarding the FBA/BIPs, teach how to complete a functional based assessment (informed consent, problem behavior identification and definition, data collection, data analysis, and a hypothesis regarding the function of behavior) for high frequency behaviors and dangerous, complex behaviors that significantly impact learning. BIP training shall include how to develop plans that define problem behaviors, provide appropriate replacement behaviors, setting and antecedent interventions, data collection, and crisis planning. BIP implementation support shall include, training staff on conducting student specific trainings to school staff working with the student based on developed plan and how to monitor fidelity;
 - b. district and school leader trainings (principals, coordinators, and director level);
 - c. data analysis—a district level and school level review of how to use data (i.e., restraint and isolation data, disciplinary data for students with disability) to inform district and

school level planning, and how to analyze student specific data collected (e.g., restraint/isolation, BIP data, disciplinary data) to make appropriate decisions to support the student's FAPE; and

- d. supporting access to the general education setting while addressing behavioral challenges.

- A.7. The Grantee shall provide support to school districts to conduct a root cause analysis, or review and analyze previously conducted root cause analysis, specific to special education behavioral supports to determine factors contributing to the identified areas of need.

Support will:

- a. assist school districts with the development of system-wide practices, policies, and procedures.
- b. ensure the implementation of identified needed practices, policies, and procedures within a specific school building.
- c. ensure student level decisions are individualized and provide FAPE in the least restrictive environment, reducing the likelihood of Emergency Situations leading to an emergency or lost instruction.

- A.8. The Grantee shall follow the State-defined process for accepting referrals for technical assistance, training, and support:

- a. All requests for support must be submitted through the Best for All Central.
- b. The State's contracted coordination Grantee will route the request to the appropriate TN-TAN grantee.
- c. Requests identified as a priority assignment by the State shall be prioritized by the Grantee.

- A.9. To ensure appropriate coordination and evaluation of Grantee activities, the Grantee shall:

- a. prioritize training and supports for school districts assigned by the State;
- b. coordinate supports with the work of the State through CORE, the Division of Special Populations, the Whole Child division and other divisions as specified by the State Contact;
- c. collaborate with the State's grantee evaluator for this project to identify the data points that must be collected to evaluate the impact of this program, including the collection of outcomes data and district perception data;
- d. collaborate with the State's coordination grantee to post materials and resources to Best for all Central;
- e. participate in quarterly meetings with State staff to include review of:
 - 1. Coordination of services
 - 2. Case referrals/ updates
 - 3. Priority district updates
 - 4. Evaluation of services
 - 5. Virtual training analysis
 - 6. Milestone update for each focus area

- f. submit annually a response to the evaluative report provided by the State's grantee evaluator to address the findings, identify improvements-based needs demonstrated by student outcomes, and including adjustments and corrective actions if necessary.

Scope	Autism
Priority	Special Education Programming
Purpose	Decrease discrepant behavior/discipline practices for SWD (ages 3-21), increase access to the general education setting, and improve annual outcomes for complex SWD (e.g., achievement, grad rate, LRE, Pre-K LRE, etc.).

A.2. Definitions

- a. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- b. **Coordination of Supports:** the state grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- c. **Discrepant Disciplinary Practices:** addresses the number of students with disabilities (SWDs) being suspended and/or expelled for more than 10 days in a given school year, predicated on students' disability status and/or students' race/ethnicity.
- d. **Discrepant Identification Practices:** risk of students in a particular racial/ethnic group being identified with autism as compared to the risk of all other students in all other racial/ethnic groups being identified with autism.
- e. **Evaluation of Supports:** the state grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- f. **Free Appropriate Public Education (FAPE):** an educational entitlement of all students in the United States, guaranteed by the Individuals with Disabilities Education Act (IDEA), which requires schools to provide students with disabilities special education and related services, at public expense, designed to prepare those students for the future.
- g. **TN Early Intervention System (TEIS):** a voluntary educational program for families with children birth through age two with disabilities or developmental delays provided under the Individuals with Disabilities Education Act.

- h. **TN Technical Assistance Network (TN-TAN):** coordinated department funded technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees ("TN-TAN grantee(s)").

A.3. Materials and resources created through this Grant Contract shall be available for public use and shall be submitted for review and approval to the state contact to ensure alignment to the State's initiatives and consistency with federal and state regulations for this Grant Contract a minimum of four weeks prior to use.

A.4. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.5 through A.10. The work plan shall:

- a. include actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- b. be approved by the Section D.8. State contact for this Grant Contract;
- c. be updated on a weekly basis to track progress; and
- d. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.5. The Grantee shall provide in-person professional development to support school districts referred by the State's grantee TN-TAN coordinator in the use of evidence-based strategies for the purpose of supporting school districts in increasing access to the general education setting, decreasing Discrepant Behavior and Discipline Practices, and improving outcomes for students with autism. Training content shall be audience specific and include the following:

- a. Administrator (principals, assistant principals, or others serving in an administrative capacity) series - an overview of disability characteristics, CDC prevalence statistics regarding cognitive impact, planning teams teacher support, and positive reinforcement systems to accommodate or modify instruction for meaningful participation in general education instruction
- b. Special education directors - district planning to build teacher capacity and map out resources needed; general education PD needs to assist with understanding characteristics of autism and how to increase access in the general education setting; creating family centered transition planning from pre to K, elementary to middle school, middle school to high school)
- c. Paraprofessionals - overview of disability characteristics; strategies to support students (to include communication techniques)

- d. Teachers/related service providers across all grade spans (Pre-K-12) – to include, but not limited to:
 - 1. Instructional planning and design
 - 2. Social skill supports (basic to advanced)
 - 3. Support in the general education setting (to include
 - 4. Service provider role in behavior/FAPE (align with special education programming grantee FBA/BIP process)
 - 5. Antecedent-based interventions (align with special ed programming grantee FBA/BIP process)
 - 6. Communication characteristics and support for students with autism
 - 7. Evaluation/identification, evaluating pragmatic language skills
 - 8. Transition planning and preparation for postsecondary

A.6. The Grantee shall create brief virtual training modules, to include:

- a. Overview of autism, characteristics and spectrum of severity
- b. Administration/ LEA designee - tips for principals related to staffing, planning and training for staff to support students with autism
- c. Special education director - district planning
- d. Paraprofessionals-role and how to collect data
- e. Teacher - support in the general education setting - prepare, support, and plan for student with autism in the general education setting
- f. Social skills lessons (basic to advanced)
- g. Medical model vs educational model
- h. TEIS vs Pre-K-12 eligibility
- i. Evaluation/ identification
- j. Parent - home tips and general information
- k. Transition planning for students with autism (soft skills related to post-secondary employment)
- l. Peer-modeling and peer-mediated instruction
- m. Video modeling - evidence-based prompting strategy used to increase positive behaviors and aid in skill acquisition in students with autism

A.7. The Grantee shall develop materials and resources to include, but not be limited to:

- a. Data collection tools focused on characteristics of autism (to use to provide data on progress monitoring for goals) and supportive features
- b. Visual supports for classrooms or individuals including, but not limited to, schedule templates, de-escalation tools, choice boards, first-then boards, reinforcer systems

- c. Preference assessments- assessments provided to students to obtain personal preferences that can be incorporated into reinforcements and scheduling planning
- d. Informational pamphlets or one-page documents for parents and educators on the differences between TEIS and Part B and planning transition for students with autism
- e. Transition materials for post-secondary opportunities effective for students based on differing needs presented by students
- f. Downloadable most commonly used social stories for educators and/or families
- g. Guidance for supporting students during unstructured activities including bus, safety drills, field trips, school performances, etc.

A.8. The Grantee shall provide support to school districts to conduct a root cause analysis, or review and analyze previously conducted root cause analysis to determine the factors contributing to identified areas of need. Support will:

- a. assist school districts with the development of system-wide practices, policies, and procedures.
- b. ensure the implementation of identified needed practices, policies, and procedures within a specific school building.
- c. ensure student level decisions are individualized and provide FAPE in the least restrictive environment, reducing the likelihood of Emergency Situations leading to an emergency or lost instruction.

A.9. The Grantee shall follow the State-defined process for accepting referrals for technical assistance, training, and support:

- a. All requests for support must be submitted through Best for All Central.
- b. The State's coordination Grantee will route the request to the appropriate TN-TAN grantee.
- c. Requests identified as a priority assignment by the State shall be prioritized by the Grantee.

A.10. To ensure appropriate coordination and evaluation of Grantee activities, the Grantee shall:

- a. prioritize training and supports for school districts assigned by the State;
- b. coordinate supports with the work of the State through CORE, the Division of Special Populations, and other divisions as specified by the Section D.8. State Contact;

- c. collaborate with the State's grantee evaluator for this project to identify the data points that must be collected to evaluate the impact of this program, including the collection of outcomes data and district perception data;
- d. collaborate with the State's coordination grantee to post materials and resources to Best for All Central;
- e. participate in quarterly meetings with department staff to include review of:
 - 1. Coordination of services
 - 2. Case referrals/ updates
 - 3. Priority district updates
 - 4. Evaluation of services
 - 5. Virtual training analysis
 - 6. Milestone update for each focus area; and
- f. submit annually a response to the evaluative report provided by the State's grantee evaluator to address the findings, identify improvements, and including adjustments and corrective actions if necessary.

Priority 2: Tiered Supports

Scope	MTSS (behavior and academics)
Priority	Tiered Supports
Purpose	Reduce restraint and isolation events, prevent discrepant discipline, improve implementation of academic interventions, and improve disability identification practices (i.e., specific learning disability, emotional disturbance, and other related disabilities) by providing positive behavior supports and interventions (behavior and academic) for children ages 3-21.

A.2. Definitions

- a. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- b. **Community of Practice:** a group of educators that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performance of students.
- c. **Coordination of Supports:** the state grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- d. **CORE Regions:** the eight regions (<https://www.tn.gov/education/about-tdeo/centers-of-regional-excellence.html>) of TN as determined by the department
- e. **Emergency Situations:** a child's behavior poses a threat to the physical safety of the student and others nearby.
- f. **Evaluation of Supports:** the state grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- g. **Multi-Tiered Systems of Support (MTSS):** overall framework of multiple tiers of academic and nonacademic instruction, intervention, and support based on the state department MTSS framework (<https://www.tn.gov/education/student-support/student-supports-in-tn.html>), or any revised version here after.
- h. **Response to Instruction and Intervention (RTI²):** academic tiers of instruction and intervention-based framework outlined in the state department RTI² manual (https://www.tn.gov/content/dam/tn/education/special-education/rti/rti2_manual.pdf), or any revised version here after.

- i. **Response to Instruction and Intervention – Behavior (RTI²-B):** behavior tiered instruction and supports based on the framework outlined in the state department [RTI²-B manual \(https://www.tn.gov/content/dam/tn/education/special-education/rti/rti2b_framework.pdf\)](https://www.tn.gov/content/dam/tn/education/special-education/rti/rti2b_framework.pdf), or any revised version here after.
- j. **TN Technical Assistance Network (TN-TAN):** coordinated technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees (“TN-TAN grantee(s)”).

A.3. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.4 through A.5. The work plan shall:

- a. include actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- b. be updated on a weekly basis to track progress; and
- c. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.4. The Grantee shall provide training and support as detailed in scope items A.4 through A.10 improve district and school capacity to implement Multi-Tiered Systems of Support (MTSS) through the creation of collaborative communities, cohesiveness, and improving implementation of tiered supports for the purpose of improving academic outcomes, improving pro-social behaviors, reducing Emergency Situations, and reducing disciplinary actions leading to lost instructional time.

A.5. The Grantee shall create training content aligned to department MTSS frameworks (to include RTI² and RTI²-B). The Grantee shall:

- a. submit developed content to the department for review and approval (to ensure alignment to the State’s initiatives and consistency with federal and state regulations) a minimum of four weeks prior to use;
- b. develop training content that includes the integration of evidenced based supports for early childhood/ Pre-K, elementary school, middle school, and high school and student leadership/ voice; and
- c. develop root cause analysis/ professional support based on implementation science;
- d. coordinate with the department to use existing implementation tool for RTI² practices, or make adjustments specific to need, for school districts, schools, and student specific.
- e. Training content shall include:
 - 1. Overview of MTSS: Integrated training-comprehensive tiered approach following the department’s MTSS framework,

2. Tier I (universal supports and instruction),
3. Tier II (intervention decision making, progress monitoring, fidelity), and
4. Tier III (data-based decision making, intervention decision making, progress monitoring, fidelity).

A.6. The Grantee shall provide training using developed content based on district needs as identified by the root cause analysis.

- b. Grantee shall follow the state-defined process for accepting referrals for technical assistance, training, and support:
 1. All requests for support must be submitted through the online request portal.
 2. The state's contracted coordination Grantee will route the request to the appropriate TN-TAN grantee.
 3. Requests identified as a priority assignment by the state shall be prioritized by the Grantee.
- c. The Grantee shall provide in-person district and/or regional trainings which incorporate interdisciplinary collaboration and coaching that shall include:
 1. Tier I instruction and supports for all areas in MTSS framework incorporating trauma informed practices and implementation of instruction for students with learning differences throughout. (Universal expectations, screening, data-based decision making, high quality instruction, data team leadership)
 2. Tier II interventions for academics and nonacademic needs (e.g., reading, writing, math, mental health, and behavior)
 3. Tier III interventions for academics and nonacademic needs (e.g., reading, writing, math, mental health, and behavior)
- d. The Grantee shall develop online modules and resources supporting PreK-12 to be hosted on the State-provided TN-TAN website that shall include, but not limited to:
 1. School administrator (role, scheduling considerations, etc.)
 2. MTSS - continuum and integrating supports provided by the department within the tiers (e.g.: restorative justice, social and personal competencies, trauma informed practices, etc.)
 3. Data based decision making, data analysis
 4. Trauma informed practices
 5. Functional behavior assessments (coordinate with special ed programming grantee)
 6. Behavior intervention plans (coordinate with special ed programming grantee)

7. Characteristics of dyslexia and dyslexia-specific interventions (connection with family engagement and dyslexia advisory council)
8. School climate
9. Alternative discipline practices
10. De-escalation (in coordination with sped programming modules)
11. How to engage stakeholders and community (connection to family engagement partners)
12. Early childhood model of prevention of challenging behavior

- e. The Grantee shall provide district coaching and consultation to support implementation fidelity and problem solve challenges.
- f. The Grantee shall create additional content as requested by the department.

A.7. The Grantee shall develop materials and resources to support school districts in implementing MTSS. Materials and resources shall include, but not be limited to:

- a. Implementation tools and resources for district, school Implementation (early childhood/ Pre-K, elementary school, middle school, high school) middle school, high school), and student level implementation.
- b. PLC framework for school districts by region (district calendar and checklists)
 - i. Family engagement
 1. Resources for parents
 2. Structure for family nights
 3. Resources to obtain parental input
 - ii. Materials: develop and publish resources for all school districts to access
 1. Checklists
 2. Example forms
 3. Implementation rubrics
 4. Example schedules
 5. Guide to map community resources
 6. Flow charts
 7. Data and intervention tracking tools
 8. Risk ratio calculation tools

A.8. The Grantee shall provide regional multidisciplinary communities of practice (RTI coordinators, MTSS/ behavioral support coordinators, coordinated school health, and assessment specialists, in person or virtual, 2-3 times per year per CORE region in collaboration with the State.

A.9. The Grantee shall develop recognition program for schools based on implementation, to include:

- a. Develop rubric for model ranking
- b. Promote and provide training on model demonstrations
- c. Facilitate mentoring opportunities for schools seeking model demonstration

A.10. To ensure appropriate coordination and evaluation of Grantee activities, the Grantee shall:

- a. prioritize training and supports for school districts assigned by the department;
- b. coordinate supports with the work of the department through CORE, the Division of Special Populations, the Whole Child division, and other divisions as specified by the state contact;
- c. collaborate with the state-identified contracted evaluator for this project to identify the data points that must be collected to evaluate the impact of this program, including the collection of outcomes data and district perception data;
- d. collaborate with the state-identified contracted coordination grantee to post materials and resources to the online platform provided by the state;
- e. participate in quarterly meetings with department staff to include review of:
 - 1. Coordination of services
 - 2. Case referrals/ updates
 - 3. Priority district updates
 - 4. Evaluation of services
 - 5. Virtual training analysis
 - 6. Milestone update for each focus area; and
- f. submit annually a response to the evaluative report provided by the State's grantee evaluator to address the findings, identify improvements, and including adjustments and corrective actions if necessary.

Priority 3: Child Find

Scope	District Evaluation Supports
Priority	Child Find
Purpose	Decrease the rate of discrepant identification rates, increase completion of evaluations within timelines, address impacts of district reported shortages of assessment specialists

A.2. Definitions

- a. **Assessment Specialist:** those trained to complete evaluations for special education referrals and reevaluations to include speech language pathologists and school psychologists.
- b. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- c. **Community of Practice:** a group of people who share a domain or an interest and meet regularly to learn from each other, develop resources, and address recurring problems in order to gain skills and knowledge.
- d. **Coordination of Supports:** the state grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- e. **CORE Regions:** the eight regions (<https://www.tn.gov/education/about-tdoe/centers-of-regional-excellence.html>) of TN as determined by the State.
- f. **Discrepant Practices:** addresses the number of students with disabilities (SWDs) being suspended and/or expelled for more than 10 days in a given school year, predicated on students' disability status and/or students' race/ethnicity.
- g. **Evaluation of Supports:** The state grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- h. **TN Technical Assistance Network (TN-TAN):** coordinated technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees ("TN-TAN grantee(s)").

- A.3. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.4 through A.5. The work plan shall:
- a. Include work actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
 - b. be updated on a weekly basis to track progress; and
 - c. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.
- A.4. The Grantee shall provide training and support as detailed in scope items A.4 through A.8 in order to decrease the rate of discrepant identification rates, increase completion of evaluations within timelines, and address impacts of district reported shortages of assessment specialists.
- A.5. The Grantee shall create an assessment tool lending library so that school districts may access assessments they would not otherwise have access to within their district. The Grantee shall:
- a. in collaboration with the state contact for this Grant Contract, identify the most current published assessments that shall be included in the lending library;
 - b. develop and follow a lending protocol, to be approved by the state, that defines how materials will be accessed, for what length of time, and by whom, documenting the use of all materials by requestor, school, and district;
 - c. coordinate lending and shipping of all materials including pre-paid postage for the borrower to return materials to the Grantee; and
 - d. ensure that assessments available to school districts through the lending library have reliability and include a minimum of:
 1. Cognitive (verbal and nonverbal measures for all ages)
 2. Language (comprehensive, pragmatic, pre-K, all ages, auditory processing, expressive and receptive measures)
 3. Academic achievement standardized measures (for all ages/grade bands)
 4. Developmental inventories and comprehensive assessments
 5. Autism specific measures
- A.6. The Grantee shall provide statewide, grand division, and/or CORE region professional development opportunities for assessment specialists as requested or assigned by the state.

- a. The Grantee shall develop training content focused on disability evaluations, as determined by the state, to include, but not be limited to:
 1. Emotional Disturbance, Specific Learning Disability (SLD), Intellectual Disability, Speech Language Impairment, Developmental Delay, and Dyslexia
 2. Disability standards
 3. Best practices to include but not limited to evaluating students who are English language learners, mitigating the impact of language delays and behavior on assessments, evaluation practices that help with differential diagnosis (such as language impairment verses a cognitive disability)
 4. Interpretation of results - specifically designed for those who are not assessment specialists but whose role requires them to interpret evaluation results for IEP meetings
 5. Report writing— Ensuring that evaluation results are meaningful to parents
 - b. All training content shall be submitted to the state for review and approval (to ensure alignment to the State's initiatives and consistency with federal and state regulations) a minimum of four weeks prior to use.
 - c. Training content shall support the needs of SLD evaluation consultants, Dyslexia assessment consultants, Speech Language consultants, Emotional disturbance consultants, Intellectual disability consultants, and Preschool consultants.
 - d. The Grantee shall support district level assessment specialists by hosting a quarterly Community of Practice on disability areas of focus regionally, in-person or virtually.
 - e. The Grantee shall provide professional consult to assessment specialists as requested or assigned by the state.
 - f. The Grantee shall provide only general consultation that addresses broad needs. The Grantee shall not provide case-specific support.
 - g. The Grantee shall provide support to district's lead psychologists and Speech Language Pathologists to develop and document district practices to support evaluation needs/planning.
- A.7. The Grantee shall collaborate with assessment specialist graduate programs to offer guest lectures focused on TN evaluation requirements to better support early career professionals.
- A.8. The Grantee shall create a statewide database of licensed assessment specialists (school psychologists, speech language pathologists [SLP], vision and audiological assessment specialists, and occupational and physical therapists) who are available to contract with school districts to conduct student evaluations.

a. The Grantee shall identify licensed assessment specialists available to provide student special education evaluations that meet state evaluation standards for special education disabilities.

1. The Grantee shall ensure that all specialists included in the database hold a valid and current license by the appropriate authorizing authority (i.e., Tennessee Department of Education or Tennessee Department of Health).

b. Within the database, the Grantee will maintain current and valid information on assessments specialists to include contact information, licensure type, region serviced, qualified evaluation services, payment methodology (e.g., per hour, per evaluation, etc.) and proof of ongoing professional development as required by their license.

c. Prior to inclusion of an assessment specialist in the database, the Grantee must utilize a State-created screening instrument to establish the specialist's competency in conducting special education evaluations.

d. The Grantee shall develop an annual professional development plan for each assessment specialist included within the database utilizing a State-created template.

e. The Grantee shall ensure that any assessment specialist included in the database has annually completed the required professional development listed in their professional development plan.

A.9. The Grantee shall:

a. follow the State-defined process for accepting referrals for technical assistance, training, and support:

1. All requests for support must be submitted through the online request portal.
2. The State's contracted coordination grantee will route the request to the appropriate TN-TAN grantee.
3. Requests identified as a priority assignment by the State shall be prioritized by the Grantee.

A.10. The Grantee shall follow the State-defined process for accepting referrals for technical assistance, training, and support:

- a. All requests for support must be submitted through the online request portal.

- b. The State's contracted coordination grantee will route the request to the appropriate TN-TAN grantee.
- c. Requests identified as a priority assignment by the State shall be prioritized by the Grantee.

- A.11. To ensure appropriate coordination and evaluation of Grantee activities, the Grantee shall:
- a. prioritize training and supports for school districts assigned by the State;
 - b. coordinate supports with the work of the State through CORE, the Division of Special Populations, and other divisions as specified by the state contact;
 - c. collaborate with the state-identified contracted evaluator for this project to identify the data points that must be collected to evaluate the impact of this program, including the collection of outcomes data and district perception data;
 - d. collaborate with the State-identified contracted coordination grantee to post materials and resources to the online platform provided by the state;
 - e. participate in quarterly meetings with State staff to include review of:
 - 1. Coordination of services
 - 2. Case referrals/updates
 - 3. Priority district updates
 - 4. Evaluation of services
 - 5. Virtual training analysis
 - 6. Milestone update for each focus area; and
 - f. submit annually a response to the evaluative report provided by the Grant Contract evaluator to address the findings, identify improvements, and including adjustments and corrective actions if necessary.

Priority 4: Early Childhood Supports

Scope	Access to Preschool Opportunities
Priority	Early Childhood Supports
Purpose	Increase percent of children aged 3 through 5 with IEPs attending a regular early childhood program, decrease the percentage of children aged 3 through 5 attending separate special education class, school, or facility.

A.2. Definitions

- a. **Best for All Central:** (<https://bestforall.tnedu.gov/>) State-hosted platform; Tennessee's hub for learning and teaching is an online tool designed to provide school leaders, educators, and families an extensive collection of high-quality optional resources to support teaching and learning.
- b. **Coordination of Supports:** the state grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and partners as specified in the TN-TAN Coordination scope of service.
- c. **Evaluation of Supports:** the state grantee responsible for designing and implementing an evaluation system to measure the effectiveness, implementation, and sustainability of all project activities as specified in the TN-TAN Evaluation scope of service.
- d. **TN Technical Assistance Network (TN-TAN):** coordinated technical support projects and activities that support students and school districts statewide. TN-TAN is supported by the State and TN-TAN grantees ("TN-TAN grantee(s)").

A.3. The Grantee shall complete a detailed work plan within 20 days of Grant Contract execution detailing the steps necessary to accomplish scope of service items A.4 through A.5. The work plan shall:

- a. include milestones outlining actions, dates of anticipated completion for each action, individual responsible, and method of tracking status for each action;
- b. be updated on a weekly basis to track progress; and
- c. be maintained on a shared site accessible by the Section D.8. State contact for this Grant Contract.

A.4. The Grantee shall provide consultation services to school districts focused on increasing access to preschool opportunities for students with disabilities.

- a. The Grantee shall follow the state-defined process for accepting referrals for district consultation:

1. All requests for support must be submitted through the online request portal.
 2. The state's contracted coordination Grantee will route the request to the appropriate TN-TAN grantee.
 3. Requests identified as a priority assignment by the state based on school district APR findings, action plans, and/or administrative complaints shall be prioritized by the Grantee.
- b. Consultative service shall include:
1. Root cause analysis to include a needs assessment and implementation rubric for structures and systems necessary for evidenced-based inclusive Pre-K inclusive settings (e.g., (based on [ECTA system frameworks - https://ectacenter.org/~pdfs/pubs/ecta-system_framework.pdf](https://ectacenter.org/~pdfs/pubs/ecta-system_framework.pdf))).
 - i. Situation analysis/data exploration:
 1. Planning (locations, resources, collaboration with stakeholders, scheduling)
 2. Leadership (vision, mission, policies, mindset, communication, district-level structure, building administrator support, collaboration)
 3. Access and implementation of high-quality evidenced-based instructional practices (preschool settings, curricula, classroom design, integrated supports and services, embedded learning opportunities, staff certification/ credentials)
 4. Funding (resource allocation, budgets, use of outside providers, Medicaid billing, fiscal data analysis)
 5. Personnel development (in-service aligned to professional standards and evidenced-based practices, coaching, mentoring, professional development plans guided by a needs assessment, access to technical assistance, paraprofessional training plans, induction)
 6. Program evaluation (implementation stages, data collection, data-based decision making, data usage to make program improvements)
 - ii. Problem analysis/analyze needs
 - i. Identify barriers to inclusive settings based on needs assessment.
 - ii. Identify areas in need of additional growth and necessary steps for effective implementation of inclusive preschool services.
 2. Plan and develop plans (to include who, what, when, where, and timelines)
 - i. Problem solving: problem solve solution and strategies to address identified root cause (align strategy to data)

- ii. Action planning: prioritize tasks, coach district through the development of their action plans, identify goals
- c. Collaborate with the district to help them prioritize needed work and develop or revise inclusive pre-k plans
 - 1. Action plan reflection
 - i. Follow-up technical assistance with the district for progress checks, data monitoring, coaching on plan improvement and implementation
 - ii. Refine plan as needed based on continued implementation analysis
 - iii. Celebrate success: develop recognition system for school districts who have demonstrated improvement in inclusive practices and settings
 - 1. Identify model programs in school districts who demonstrate a high-quality implementation of evidenced pre-K inclusive practices/settings

- A.5. To ensure appropriate coordination and evaluation of Grantee activities, the Grantee shall:
- a. prioritize training and supports for school districts assigned by the State;
 - b. coordinate supports with the work of the State through CORE, the Division of Special Populations, and other divisions as specified by the state contact;
 - c. collaborate with the state-identified contracted evaluator for this project to identify the data points that must be collected to evaluate the impact of this program, including the collection of outcomes data and district perception data;
 - d. collaborate with the state-identified contracted coordination grantee to post materials and resources to the online platform provided by the state;
 - e. participate in quarterly meetings with State staff to include review of:
 - 1. Coordination of services
 - 2. Case referrals/ updates
 - 3. Priority district updates
 - 4. Evaluation of services
 - 5. Virtual training analysis
 - 6. Milestone update for each focus area; and
 - f. submit annually a response to the evaluative report provided by the Grant Contract evaluator to address the findings, identify improvements, and including adjustments and corrective actions if necessary.

Appendix G: Grant Contract Template

Note: See Menu of Scopes in Appendix E.

GR TEMPLATE

This template prescribes the format and content for a cost-reimbursement grant contract with an individual, business, non-profit, or a government entity of another state or country.

Procurement professionals shall adhere to this template with revisions only as instructions permit. Changes to this template require a Rule Exception Request as set forth in Tenn. Comp. R. & Regs. 0690-03-01-.17 and the *Procurement Procedures Manual of the Central Procurement Office*.

Procurement professionals should complete text fields and follow, replace, or otherwise address red instructional text (e.g., **State Agency Name**, **amount**, **will/will not**) as indicated with appropriate font and color. The standard GR Template begins on the following page. Additional GR instructions, considerations, and options follow the standard GR Template.



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date	End Date	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name			Edison Vendor ID		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # Grantee's fiscal year end			
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
TOTAL:					

Ownership/Control <input type="checkbox"/> Minority Business Enterprise (MBE): <div style="display: flex; justify-content: space-around; margin-left: 40px;"> <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </div> <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other: </div>		
Grantee Selection Process Summary		
<input type="checkbox"/> Competitive Selection	Describe the competitive selection process used.	
<input type="checkbox"/> Non-competitive Selection	Describe the reasons for a non-competitive grantee selection process.	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GR</i>
Speed Chart (optional)	Account Code (optional)	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
GRANTEE NAME**

This Grant Contract, by and between the State of Tennessee, **State Agency Name**, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of **Scope of Service Caption**, as further defined in the "SCOPE OF SERVICES."

The Grantee is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company**.

Grantee Place of Incorporation or Organization: **Location**

Grantee Edison Vendor ID # **Number**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.#. **See menu of scopes in Appendix E.**

A.#. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment **D**, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Grantee 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 Grant Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment **Reference**, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State Agency Billing Address

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: **State Agency & Division Name**.

- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee

acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee 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 Grant Contract.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

State Contact Name & Title

State Agency Name

Address

Email Address

Telephone # Number

FAX # Number

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

Telephone # Number

FAX # Number

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant 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 Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee 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 Grant Contract.
- a. The Grantee 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 Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee 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 the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant 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 Grantee will indemnify the State and hold it harmless for any violation by the Grantee 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.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL,

IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant 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 Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment **B** to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment **B** shall complete Attachment **C**. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with

U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State **contact listed in D.8.:**

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, 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 Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- 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 Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E. 3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. *The obligations set forth in this Section shall survive the termination of this Grant Contract.*

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours. Grantee shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Grantee's failure to comply with this section.

E.4. Intellectual Property Indemnity. The Grantee 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 Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee 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 Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, 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.5. Hold Harmless. The Grantee 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 Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Grant Contract.

In the event of any such 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 Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 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 Grantee'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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTOR STATE AGENCY NAME:

NAME & TITLE

DATE

ATTACHMENT A

GRANT BUDGET				
Additional Identification Information As Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: DATE END: DATE				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00

20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT B

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

- ☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.
- ☐ Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	
Grant contract's begin date	
Grant contract's end date	
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	

Name and contact information for the federal awarding official	
Is the federal award for research and development?	
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	