



Department of  
**Education**

## Title I, Part C: Migrant Education Program

### 2021 Request for Applications (RFA)

Tennessee Department of Education | March 2021

**Application Due Date: April 26, 2021**

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# General Information

## ***Background***

The Elementary and Secondary Education Act (ESEA) is the major federal law that impacts K-12 public education and provides benefits to non-public schools. ESEA emphasizes systematic, comprehensive educational reorganization through improving academic accountability, as well as curriculum, resources, and teacher quality. The law was reauthorized in 2001 as No Child Left Behind (NCLB), and in 2015 as Every Student Succeeds Act (ESSA). Title I, Part C of ESEA is a specific section focusing on migratory children and youth. The general purpose of the Migrant Education Program (MEP) is to ensure that migratory children benefit fully from the same free public education provided to other children and to help them overcome issues such as educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to be successful in school. The services provided are supplemental. The Office of Migrant Education (OME) is the department within the United States Department of Education (ED) responsible for administering grant programs that provide academic and supportive services to the children of families who made a qualifying move in the preceding 36 months, and engaged in temporary or seasonal employment in agriculture (including dairy or initial processing of raw agricultural products); or actively sought such new employment and has a history of moves.

## ***Procurement Purpose***

The Tennessee Department of Education (“State”) is seeking a non-profit entity, a for-profit entity, institute of higher education, or local operating agency (“LOA”)

## ***Communications***

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

Jan Lanier, Director of Title III Grant Management and Migrant Programming  
Federal Programs and Oversight  
Department of Education  
710 James Robertson Parkway  
Andrew Johnson Tower  
Nashville, TN 37243  
(615) 337-8401  
[Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov)

**NOTE:** Applications **must** be submitted by email; hard copies will not be accepted.

## Review Process

All complete application packages meeting the requirements 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 merit score based on the review criteria and rubric. A copy of the scoring rubric can be found in [Attachment A](#). The overall score will serve as the basis for selection.

This request for applications by the department does not create rights, interests, or claims of entitlement in any applicant. The department reserves the right to reject any response. All contract award decisions are final. **All contracts are subject to the availability of funds and approval by state procurement offices.**

## Schedule

Event	Time (central time zone)	Date
RFA Released		March 29, 2021
Applicant written Questions & Comments Deadline	4:00 p.m.	April 7, 2021
State's written response to Questions & Comments	4:00 p.m.	April 16, 2021
Letter of Intent to Respond	4:00 p.m.	April 21, 2021
Application Deadline	4:00 p.m.	April 26, 2021
Notice of Contract Award		May 7, 2021
Proposed Contract Start Date		July 1, 2021

## Application Procedures

The application must be completed and submitted via email to [Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov) by 4:00 p.m. CT on April 26, 2021. **Paper copies of this application will not be accepted.**

### Question and Answer Process:

Potential Applicants must ensure that the State receives all written questions and comments, including questions and requests for clarification via email to [Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov), no later than the Written Questions & Comments Deadline detailed above.

### Steps to submitting an application:

1. Each applicant must submit to [Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov) a letter of intent to apply by 4:00 p.m. CT April 21, 2021.

2. *The application must be totally complete when submitted.*
3. *The application must be electronically submitted to [Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov) no later than 4:00 p.m. CT on April 26, 2021.*

# Application Components

*The applicant must:*

- 1. Provide a narrative that illustrates the Applicant's understanding of the State's requirements in relation to the identification and recruitment, support for the statewide parent advisory committee, data management, and federal reporting requirements of the Migrant Education Program.*
- 2. Provide a narrative that illustrates how the Applicant will complete the scope of services, accomplish required objectives, and meet the State's project schedule.*
- 3. Provide a narrative that illustrates a specific plan to hire and train recruiters as well as monitor individual recruiter's performance including assessment of languages other than English spoken, and necessary collaboration with school systems and community organizations.*
- 4. Provide a narrative that illustrates the Applicant's qualifications and experience relevant to program requirements such as data management and analysis, federal reporting, and use of data systems to organize, store, and report on trends. This narrative should also highlight any experience the Applicant has with MIS2000 or MSIX.*
- 5. Provide a narrative that illustrates a specific plan for the management of the statewide parent advisory committee (PAC), including how the Applicant will collaborate with LEAs throughout the process.*
- 6. Provide a narrative that illustrates the Applicant's plan for fiscal management of the grant, including a description of relevant experience with the management of other federal and/or state grants and a plan for regular budget analysis and submission of invoices at least quarterly.*

# Attachment A: Scoring Rubric

<b>[APPLICATION COMPONENT]</b>	<b>Maximum Points</b>	<b>Assigned Points</b>
1. Provide a narrative that illustrates the Applicant's understanding of the State's requirements in relation to the identification and recruitment, support for the statewide parent advisory committee, data management, and federal reporting requirements of the Migrant Education Program.	15	
2. Provide a narrative that illustrates how the Applicant will complete the scope of services, accomplish required objectives, and meet the State's project schedule.	25	
3. Provide a narrative that illustrates a specific plan to hire and train recruiters as well as monitor individual recruiter's performance including assessment of languages other than English spoken, and necessary collaboration with school systems and community organizations.	20	
4. Provide a narrative that illustrates the Applicant's qualifications and experience relevant to program requirements such as data management and analysis, federal reporting, and use of data systems to organize, store, and report on trends. Any experience with MIS2000 or MSIX should be highlighted.	20	
5. Provide a narrative that illustrates a specific plan for the management of the statewide parent advisory committee, including how the Applicant will collaborate with LEAs throughout the process.	10	
6. Provide a narrative that illustrates the Applicant's plan for fiscal management of the grant, including a description of relevant experience with the management of other federal and/ or state grants and a plan for regular budget analysis and submission of invoices at least quarterly.	10	
<b>SCORE (maximum possible score =100)</b>		
<b>Evaluator Identification:</b>		

# Attachment B: Pro Forma Contract

The *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).
- Attachments

The *pro forma* contract substantially represents the document that the successful agency must sign.

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

This Grant Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of Migrant Education Program (MEP), 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.2. Definitions - For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:

- Certificate of Eligibility ("COE")** - Official documentation that confirms the migrant status of each child whom the state education agency (SEA) considers to be eligible for the program. In this regard, § 200.89 of Title I, Part C requires a SEA and its local operating agencies to use the COE form established by the U.S. Secretary of Education (Secretary) to document the State's determination of the eligibility of migratory children.
- Certified Migratory Child ("Certified Migratory Child")** - Children and youth who are between the ages of 3 to 21 who have been determined to meet the official migrant criteria and have been issued a COE. These children and youth qualify for MEP services.
- Comprehensive Needs Assessment ("CAN")** - The needs assessment required by ESEA Title I, Part C, § 1306 which is conducted every three years and provides a guide to the overall design of the MEP on a statewide basis.
- Certified State Performance Report ("CSPR")** - The required annual reporting tool for of each State, the District of Columbia, and Puerto Rico as authorized under ESEA § 9303. Title I, Part C is included in the CSPR.

- e. **Elementary and Secondary Education Act (“ESEA”)** - Passed in 1965, this is the major federal law that impacts K-12 public education. ESEA emphasizes systematic, comprehensive educational reform through improving academic accountability, as well as curriculum, resources, and teacher quality. The law was reauthorized in 2001 as No Child Left Behind (NCLB).
- f. **Eligibility Data (“Eligibility Data”)** – documentation contained within the COE that confirms the migrant status of each child considered eligible for the MEP.
- g. **Every Student Succeeds Act (“ESSA”)** – Passed in December 2015, this is the reauthorization of the major federal law that impacts K-12 public education.
- h. **English as a Second Language (“ESL”)** - Program of academic services designed for non-native English speakers to improve their proficiency in English. In Tennessee, every non-native English speaker is administered the State ESL screener to determine if he/she qualifies for ESL services.
- i. **ESEA/ESSA Title I, Part C (“ESEA/ESSA Title I, Part C”)** - Specific section of ESEA/ESSA that focuses on migratory children and youth.
- j. **English Learner (“EL”)** – Person ages 3-21 who is not adequately proficient in English to meet state academic standards, work in the community or fully participate in society.
- k. **Head Start (“Head Start”)** - The Head Start program is a comprehensive child development program, which provides educational, social, and childcare services to low-income families. It is administered by the Office of Head Start, within the Administration for Children and Families (“ACF”), U.S. Department of Health and Human Services (“HHS”).
- l. **Individuals with Disabilities Education Act (“IDEA”)**: A federal law ensuring educational services to children with disabilities. IDEA governs how states and public agencies provide early intervention, special education, and related services to eligible infants, toddlers, children, and youth with disabilities.
- m. **Individual Needs Assessment (“INA”)**: Needs assessment conducted for each eligible migratory child and youth. The INA contains information including, but not limited to demographic information, service needs and referrals, communication logs, and any other applicable requirements under ESEA Title I, Part C.
- n. **Local Educational Agencies (“LEAs”)** – LEA is a term used interchangeably with school district to mean an entity which operates local public primary and secondary schools. This definition includes any county school system, city school system, special school district, unified school system, metropolitan school system or any other local public school system or school district created or authorized by the general assembly.
- o. **Local Operating Agencies (“LOAs”)** - Local entities such as a universities or non-profit organizations that operate a migrant project.
- p. **McKinney-Vento Homeless Assistance Act (“McKinney-Vento Act”)** – This is Title IX, Part A of ESEA/ESSA. The McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, including eligible migratory children and youth.
- q. **Migrant Education Program (“MEP”)** - Program that is authorized by Title I, Part C of ESEA to establish and improve education programs for migratory children. The general purpose of the MEP is to ensure that migratory children fully benefit from the same free public education provided to other children and to help them overcome issues such as educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit their ability to be successful in school. The services provided are supplemental and support other educational requirements provided under federal and state law.
- r. **Migrant Student Information Exchange system (“MSIX”)** - The secure online U.S. Department of Education website that links states' migratory child record databases; this

site helps facilitate the exchange of migratory children's educational and health information as they move across states. The primary purpose is to ensure the appropriate enrollment, placement, and accrual of credits for migratory children.

- s. **Minimum Data Elements (“Minimum Data Elements”)** – Data elements that each SEA and/or LOA receiving Title I, Part C funds shall collect and maintain according to ESEA Title I, Part C, § 1308 (b)(2)(A) (i-iv). Elements include immunization records and other health information; elementary and secondary academic history (including partial credit), credit accrual, and results from State assessments required under ESEA §1111(b); other academic information essential to ensuring that migratory children achieve to high standards; and eligibility for services under IDEA.
  - t. **MIS2000 (“MIS2000”)** - The State-level database that contains demographic and qualifying data about migratory children in Tennessee. MIS2000 populates to MSIX.
  - u. **Priority for Service Migratory Students (“Priority for Service Migratory Students”)** - Migratory students who are failing or are most at risk of failure to meet the State's academic standards and whose education has been interrupted during the regular school year. Interruptions include dropping out of school or moving within the last twelve (12) months.
  - v. **Recruiter (“Recruiter”)** - Individuals hired and trained by the Grantee who identify potential migratory students, verify information with the students' families, and issue Certificates of Eligibility (COE).
  - w. **Pre-Kindergarten (“Pre-K”)** – A classroom-based preschool program for children below the age of five (5).
  - x. **Qualifying Arrival Date (“QAD”)** - The date the migratory child or youth moved to either perform qualifying work or join parents, guardians, or a spouse performing qualifying work. This date signifies the first day of eligibility for MEP services.
  - y. **State Educational Agency (“SEA”)** – The state department of education within each U.S. state responsible for providing information, resources, and technical assistance on educational matters to schools and residents.
  - z. **State Director of Migrant Programs (“State Director”)** – The SEA employee charged with managing the MEP program.
  - aa. **Migrant Parent Advisory Council (“PAC”)** - Each SEA and participating LEA must maintain a PAC and required under ESEA Title I, Part C, §1304(c)(3) and § 1306(a)(1)(B)(ii). Through the PAC, parents are involved in the planning, implementation, and evaluation of the services provided by the migrant program.
  - bb. **State Service Delivery Plan (“SSDP”)** – The SSDP is mandated by ESEA/ESSA Title I, Part C for all migrant programs. It serves as the guidance document for program planning and development, monitoring, and evaluation of the MEP for the next five years.
  - cc. **Tennessee Academic Standards (“Tennessee Academic Standards”)** – A set of expectations, as adopted by the State Board of Education, for what students will know and be able to do at the end of a grade.
  - dd. **Tennessee Code Annotated (“T.C.A.”)** – Tennessee State codes and statutes.
- A.3. The Grantee shall be familiar with all requirements in ESEA/ESSA and comply with all applicable requirements in execution of the MEP. The Grantee agrees to continually review federal guidance and law regarding ESEA/ESSA and subsequent federal laws and implement any such updates into the MEP. Furthermore, the Grantee will ensure that all state laws, regulations, and supporting guidance are incorporated into the MEP.
- A.4. Identification and Recruitment Responsibilities
- A.5. The Grantee shall identify and recruit eligible migratory children and youth in Tennessee for the MEP by hiring, training, and supervising recruiters and through the following actions:

- a. Identify and recruit eligible migratory children, including out-of-school youth, throughout the state of Tennessee as defined in ESEA Title I, Part C, § 1309 (2).
- b. Identify and recruit eligible migrant pre-school children not currently enrolled in a Head Start or Pre-K program and their families.
- c. Interview potential migratory children and families to determine eligibility for MEP.
- d. Fill out all required data and submit a Certificate of Eligibility (COE) for each migratory child and youth who qualifies for MEP services to the U.S. Department of Education. Grantee shall enroll eligible migratory children as specified in ESEA Title I, Part C, § 1304 (c) (7) into the MEP by completing the COE. Copies of COEs must be forwarded to the LEAs where the children are enrolled. A COE must include, at minimum, the child's:
  - i. Full name,
  - ii. Date of birth.
  - iii. Eligibility Data, and
  - iv. Recruiter's signature certifying eligibility.
- e. Coordinate and collaborate with LEAs and community organizations for referring supplemental supportive services to migratory children and youth as well as serve as an advocate for migratory students, especially in the area of school enrollment. Examples may include but are not limited to home visits, referrals to appropriate community services, and free ESL classes offered by community organizations.
- f. Maintain the subcontract for MIS2000. In addition to the minimum requirements in Section D.5., the Grantee's subcontract shall include all confidentiality and security provisions outlined in this Grant Contract. This includes the requirements in E.2 and E.8.
- g. Provide updated information, and input data into MIS2000 on a regular basis, no less than weekly.
- h. Communicate with migratory children and families within the first three (3) months of the beginning of each school year to verify addresses and contact information. Provide a log of this communication to the State Director on a quarterly basis.
- i. Participate in professional learning opportunities and attend relevant state and national conferences and workshops when requested and approved by the State Director.
- j. Collaborate with other states and LEA staff to review and audit COEs at least quarterly to ensure that there was sufficient evidence to support the accurate and appropriate distribution of all COEs. Store documentation of the results of such reviews and audits and provide them upon request to the State Director in a secure, electronic format.
- k. When recruiting migratory children and youth, recruiters shall request the following information, note it in recruitment paperwork, and notify the applicable LEA of any McKinney-Vento eligible students within three (3) business days of identification:
 

McKinney-Vento Pre-Determination

*Selecting one of the options below does not automatically make one eligible for protection under the McKinney-Vento Act. A liaison will contact you to provide further assistance.*

  - 01 - Shelters or transitional housing.
  - 02 - Doubled up (living with other persons due to economic reasons).
  - 03 - Unsheltered (cars, parks, campgrounds, abandoned buildings, substandard housing).
  - 04 - Hotels/motels due to lack of alternative adequate accommodations.

A.6. Hiring & Training Personnel

- A.7. Recruiters hired should be assessed in all four modalities of communication (reading, writing, speaking, and listening) in both English and languages other than English that they are expected to use with migratory children and their families.
- a. Documentation of assessments should be kept on file and emailed to the State Director at least five (5) business days prior to the selected recruiter beginning work.
  - b. Recruiters hired prior to July 1, 2021 should be assessed in all modes of communication in both English and the language other than English spoken by migratory children and youth

and their families. Documentation should be kept on file and emailed to the State Director of Migrant Programs prior to November 30, 2021.

- A.8. Email a list of all personnel paid through this Grant Contract to the State Director. The list shall include contact information for each employee as well as educational training and any related course of study. This list should be emailed to the State Director on November 1, 2021 and updated to include new personnel on a monthly basis.
- A.9. The Grantee shall require all personnel having direct contact or proximity to children to complete all background check requirements in federal law, T.C.A. § 49-5-413, and state board rules prior to provision of services.
- A.10. The Grantee shall design a thorough training course for newly-hired recruiters as well as provide comprehensive, updated, and interactive training to all recruiters at least annually with approval of the State Director. The Grantee shall provide the following components related to the training course, which must be approved by the State Director:
  - a. An assessment of newly-hired recruiters to demonstrate mastery of the content and material related to interviewing, recruiting, and qualifying migrants.
  - b. Written documentation of all participants who successfully complete trainings.
  - c. Report or written confirmation submitted via email to the State Director within thirty (30) days of the successful completion of training courses for each recruiter.
- A.11. Trainings & Meetings
- A.12. The Grantee shall represent Tennessee's MEP as requested at meetings of any cooperative of states in which the State is an active member and shall provide the State Director with status updates and developments via written communication within 10 business days of the conclusion of any such meeting that is attended.
- A.13. The Grantee shall participate in all migrant consortium activities and committees as requested and approved by the State Director.
- A.14. The Grantee shall provide training and technical assistance to the State, LEAs, and LOAs via an electronic format (email or webinar), phone, or in person as requested by the State or LEA staff.
  - a. Topics may include, but are not limited to, the Tennessee MEP secure server and the national database and MSIX.
  - b. The Grantee shall maintain a log of training and technical assistance provided to LEAs which includes the topic, date, LEA(s), and participant names, and email a summary to the State Director by the last business day of each month.
  - c. The Grantee shall work with the State Director to provide a minimum of three (3) regional trainings on topics (agreed upon with the State Director) to LEA MEP staff. One of these trainings will be in conjunction with the State Director and shall provide an introductory training session for LEAs as outlined in A.14.d. A second training session will focus on MSIX and other issues around program data as outlined in A.15.e. Training materials must be approved by the State Director at least five (5) business days before training takes place.
  - d. By August 30, 2021, the Grantee shall provide regional introductory training sessions to the State and all LEA's receiving Title I, Part C funds via an electronic format (email or webinar), phone, or in person focused on the MEP identification and recruitment process as well as the Grantee's data management process(es). Training materials must be approved by the State Director at least five (5) business days before trainings take place.
- A.15. The Grantee will provide training, technical assistance, and access (as appropriate and approved by the State Director) to the State, LEAs, and LOAs on use of the Tennessee MEP secure server and the national database, MSIX, via an electronic format (email or webinar), phone, or in person as requested by LEA staff and deemed appropriate by the State Director.

- a. The Grantee shall manage and update information related to migratory children and youth in Tennessee on the secure site, at a minimum, on a weekly basis.
  - b. The Grantee shall provide training and technical assistance to LEAs on the use of MSIX via an electronic format (email or webinar), phone, or in person as requested by LEA staff and deemed appropriate by the State and the Grantee.
  - c. The Grantee shall instruct LEA personnel (and inform the State Director) how to solve issues related to data needed for the program on the secure site.
  - d. The Grantee shall provide a minimum of one (1) regional training session to the State and all LEA's receiving Title I, Part C funds via an electronic format (email or webinar), phone, or in person focused on the use of the Tennessee MEP secure server and the national database, MSIX. Training materials must be approved by the State Director at least five (5) business days before trainings take place.
- A.16. The Grantee shall provide input to MEP policy needed at the state level to ensure that the program has a successful outcome and provide LEAs and LOAs with necessary information to successfully complete activities and requirements for the MEP.
- A.17. Within ninety (90) days of the start date of the Grant Contract, the Grantee shall collaborate with the State Director to develop a long range (3 year) training plan for the Grantee's service to LEAs.
- A.18. The Grantee shall continuously provide input to the State Director regarding MEP implementation to ensure that the program has a successful outcome.
- A.19. Records and Reports
- A.20. The Grantee shall maintain accurate, updated files that reflect a monthly analysis of the COEs that confirm migrant status of each child and youth considered to be eligible for the MEP reported by each recruiter for each county.
- a. Send monthly reports on a State approved template developed by the Grantee to the State Director and LEAs containing charts and/or tables providing the total number of eligible migratory students identified (based on COEs submitted); related demographic information such as qualifying activity, birth country, native language, grade level, age, county of residence, and priority for service status.
- A.21. The Grantee shall work in conjunction with the State to collect data and to complete all reports currently specified in ESEA Title I, Part C, §1308, (b) (2) (A) and any such information that the Secretary may add during the duration of this Grant Contract related to the MSIX reporting requirements. MSIX facilitates the exchange of pertinent documents of migratory children and youth as they move across states. These reports must include, but are not limited to, the following information:
- a. Immunization and health records. The Grantee shall contact the LEA to obtain immunization and health records when records are not initially available from the LEA for MSIX reporting purposes and maintain records of contacts made with the LEA in efforts to collect immunization and health information for migratory children and youth.
  - b. Elementary and secondary academic history (including partial credit), credit accrual, and results from State assessments required under ESEA § 1111(b).
  - c. As agreed upon by the Grantee and the State, other academic information essential to ensuring that migratory children and youth achieve high standards.
  - d. Eligibility for services under the IDEA.
- A.22. The Grantee shall upload accurate information to MSIX and verify the accuracy of the required minimum data elements on at least a monthly basis.
- A.23. The Grantee shall verify data related to migratory children and youth in Tennessee on, at minimum, a monthly basis.

- a. Data verification reports shall be sent to the State Director by the last business day of each month.
  - b. The Grantee shall support LEA personnel (and inform the State Director) on common solutions for MSIX and MIS2000 issues.
- A.24. The Grantee shall complete all state and federal reports as required by the State and ESEA Title I, Part C. This includes, but is not limited to, the timely and accurate submission of all data files and fields required for the submission of the annual CSPR. This information must be delivered to the State Director no less than thirty (30) business days before the CSPR due date for the files. Updates about work around the CSPR should also be included to the monthly reports provided to the State Director.
- a. The Grantee shall notify the State Director at least three (3) business days prior to the established deadline, if the Grantee anticipates missing any state or federal reporting deadlines.
- A.25. The Grantee shall email a list of needed information regarding migratory students such as student IDs to the State Director through a State approved format on a weekly basis.
- A.26. Documentation of recruiter language skills should be kept on file and emailed to the State Director a week prior to the selected recruiter beginning work, as outlined in A.7.
- A.27. The Grantee shall maintain detailed documentation logs on travel, services provided and communication with LEAs and parents. These logs shall be kept on file and provided to the State upon request.
- A.28. The Grantee shall ensure compliance for program delivery and evaluation of services for all applicable aspects of the migrant program, including any third-party partners.
- A.29. The Grantee shall provide all necessary and requested paperwork for any audit conducted by the State or the U.S. Department of Education during the term of this contract in order to ensure and document compliance.
- a. The Grantee shall share all audit reports with the State Director within three (3) business days of receipt from the auditor. Any audit findings will be reviewed with a plan in place for correction within two (2) weeks of the Grantee's receipt of the findings.
- A.30. The Grantee shall meet all other applicable guidelines as required by ESEA Title I, Part C.
- A.31. All data, information and metadata collected by the State, furnished by the State to the Grantee, or collected by the Grantee in the course of the performance of work under this Grant Contract shall be and remain the property of the State, and the Grantee shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Grant Contract excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Grant Contract and subject to confidentiality requirements with respect to the data. To the extent applicable, the Grantee shall comply with the State's Access Use Policy, Network Access Rights and Obligations, found here: [https://www.tn.gov/content/dam/tn/finance/documents/fa\\_policies/Acceptable%20Use%20Policy.pdf](https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/Acceptable%20Use%20Policy.pdf).
- A.32. Equipment
- A.33. The Grantee shall follow procedures for labeling and inventorying all allowable items and equipment purchased with federal funds from this Grant Contract.
- a. All items should include a sticker or tag that states "Purchased with Title I, Part C funds" and includes the fiscal year in which the purchase was made.
  - b. An inventory listing items purchased with federal funds should be maintained and updated additional purchases are made.

- c. A comprehensive inventory log should be emailed to the State Director by Aug. 1, 2021 and each year thereafter for the length of the Grant Contract. The inventory should include the type of item or equipment, serial number or identifying number, location, condition, date of purchase, and the fiscal year in which it was purchased. The inventory log must be updated as purchases are made and shared with the State Director as outlined in A.34.
- A.34. The Grantee shall provide at least quarterly logs of all expenditures and purchases to the State Director by category as listed in the approved budget outlined in Attachment A. This report shall be presented using a template approved by the State Director and should contain a list of expenditures and purchases itemized by line item (e.g. list individual equipment distributed to each staff member).
- A.35. Additional Deliverables
- A.36. The Grantee shall design an INA, to help streamline, individualize, maximize, and document services while avoiding duplication of effort, in collaboration with and with approval from the State Director within thirty (30) days of the start date of the Grant Contract. The information to be included in the INA shall include but not be limited to the following components:
- a. Demographic information: name, date of birth, contact information, languages spoken, native language, country of origin, and QAD);
  - b. Need for additional services such as medical, mental health, nutrition, academic, and social services;
  - c. Referrals for services to schools and/or organizations or agencies with dates;
  - d. Communication logs related to communication with the student, family, LEA, and others. These logs should be shared with the State Director at least quarterly; and
  - e. Any other applicable requirements under ESEA Title I, Part C.
  - f. All INAs completed by the Grantee shall be shared with the appropriate migrant liaison in LEAs serving the migratory students.
- A.37. Within ninety (90) days of the start date of the Grant Contract, the Grantee shall design, submit to the State Director for approval, and follow an action plan for the annual audit and review of COEs. Requirements outlined in ESEA § 200.89(d)(4) and 34 CFR 200.89 must be followed in the development of the action plan.
- A.38. The Grantee shall assist the State as requested with the process of creating or modifying a CNA which will include the required components of a SSDP as outlined in ESEA § 1306 Title I, Part C.
- A.39. Within sixty (60) days of the start date of the Grant Contract, the Grantee shall design, submit to the State Director for approval, and follow an action plan for oversight of the State-wide Migratory PAC. In actively partnering with the parents and families of migratory children and youth, the Grantee shall:
- a. Compile and provide applicable information about resources, materials, policies, and other related items for migrant families and out-of-school youth in a language and in a manner they understand.
  - b. Seek and document input from families and parents to help maximize services to migratory children and youth.
  - c. Utilize the PAC and other means to solicit both formal and informal feedback from families and parents on the evaluation of services provided to migratory children and youth.
  - d. Plan and hold a minimum of two (2) PAC meetings annually in collaboration with the State Director. Collect needed information from LEAs to ensure that all participating LEAs have the required representation on the state-level PAC.
  - e. Maintain documentation of attendance and participation at parent meetings and/or events, including the PAC, which shall include agendas, meeting minutes, and sign-in sheets for each event.

- f. Offer and publicize learning opportunities at the school, LEA, regional, or state level for migrant families and parents in a language and in a manner they understand.
  - g. Document communication with parents and families and submit copies of items such as related brochures, flyers, scripts of phone messages, and surveys as documentation to the State Director on a quarterly basis as outlined in A.36.d.
- A.40. The Grantee shall collaborate with any previous and/or future recipients of the MEP Grant Contract to ensure a smooth transition of data, records, and all other program documentation with no lapse in service to children, students, and families participating in the MEP. The Grantee shall complete all work in conjunction with, and with approval of, the State Director.
- A.41. Approximately ninety days (90) after the start date of the Grant Contract, the Grantee and State shall complete an evaluation of Grantee's progress with timelines and milestones, and shall communicate regarding any recommendations for revisions to the work plan at that time. Any changes to the scope and associated budget line items of this Grant Contract will be formalized through the State amendment process, as referenced in D.21 and C.6.
- A.42. 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:**

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one-million, five-hundred thousand dollars (\$1,500,000) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, 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 quarterly at a minimum and no more often than quarterly, with all necessary supporting documentation, and present such to:

Jan Lanier, Director of Title III Grant Management and Migrant Programming  
Tennessee Department of Education  
710 James Robertson Pkwy  
Jan.Lanier@tn.gov

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: Tennessee Department of Education & the Division of Federal Programs and Oversight
- (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:

Jan Lanier, Director of Migrant Programs  
Tennessee Department of Education  
Andrew Johnson Tower, 9th floor  
710 James Robertson Pkwy  
Nashville, TN 37243  
[Jan.Lanier@tn.gov](mailto:Jan.Lanier@tn.gov)

Telephone # (615) 337-8401  
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, workaroud 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. 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.3. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished by the State shall be returned to the State in and the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use

and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

- 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.

E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.8. Grantee Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:
  - (1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Grantee and the Grantee's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA")

for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Grantee shall provide proof of current ISO certification or FedRAMP authorization for the Grantee and subcontractor(s), or provide the State with the Grantee’s and subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Grantee or subcontractor. The Grantee shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Grantee or subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Grantee must provide to the State a letter from the Grantee or subcontractor stating whether the Grantee or subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Grantee or subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Grantee’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Grantee and all data centers used by the Grantee to host State data, including those of all subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the

software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

- (3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: seventy-two (72) hours
- ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: twenty-four (24) hours

(2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

**IN WITNESS WHEREOF,**

**GRANTEE LEGAL ENTITY NAME:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**PENNY SCHWINN, COMMISSIONER**

**DATE**

## ATTACHMENT A

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2021 END: June 30, 2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$1,500,000.00	0.00	\$1,500,000.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	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	<b>GRAND TOTAL</b>	<b>\$1,500,000.00</b>	<b>0.00</b>	<b>\$1,500,000.00</b>

<sup>1</sup> 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>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**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](mailto: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.

<b>Type of funds expended</b>	<b>Estimated amount of funds expended by end of Grantee's fiscal year</b>
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](mailto: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  
3<sup>rd</sup> 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)	