

Tennessee Technical Assistance Network (TN-TAN) - Evaluation (FY27-FY31)

2026 Request for Applications (RFA)

Tennessee Department of Education | MAY 2026

Application Due Date: June 5, 2026

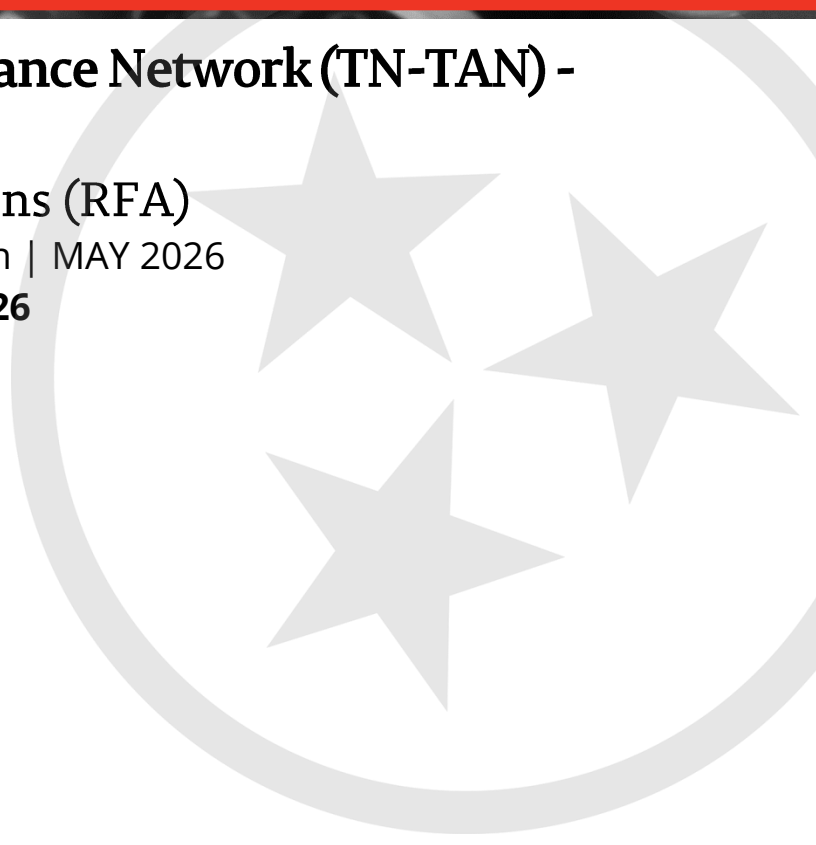


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General Information

Background

Through the Tennessee Department of Education's ("State") strategic initiatives, Tennessee will set all students on a path to success. The State is committed to ensuring that when Tennessee students graduate, they can accomplish the dreams they set for themselves.

The Tennessee Technical Assistance Network ("TN-TAN") was first established in 2019 to offer coordinated and specialized supports in the areas of Autism, Complex Behaviors, Response to Intervention and Intervention for Academics and Behavior ("RTI2 A+B"), Assistive Technology, Secondary Transition, and Family Engagement. These supports have been available at no cost to school districts across the State.

It is essential that the State aligns resources and leverages funding to better support school districts as they do this important, life-changing work. As a result, the State has identified an opportunity to better leverage these funds to improve outcomes for children with disabilities through the coordination of the TN-TAN with focused priority areas that include Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support. In addition to awarding a contract (or multiple contracts) to fulfill the scopes of work in the priority areas, the State will also award two (2) separate contracts to (1) assist in coordinating the TN-TAN and (2) evaluating the progress and effectiveness of the TN-TAN. The TN-TAN Coordination RFA can be found on the State's [solicitation webpage](#).

Procurement Purpose

The State is seeking to award one (1) grant contract to a company grantee to fulfill the full scope of work detailed in the attached Pro Forma Grant Contract. The attached Pro Forma Grant Contract constitutes substantive terms and conditions, and the selected grantee will be required to sign and execute that contract.

The selected grantee will oversee the evaluation of the TN-TAN. The primary responsibilities of the selected grantee are to design and implement evaluation activities that measure the effectiveness, implementation, and sustainability of each of the State's TN-TAN priorities (Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and IEP Coaching & Support), including their impact on educator effectiveness and student outcomes. The scope of services for these priority areas can be found within the TN-TAN Priorities RFA on the State's [solicitation webpage](#).

Under this grant contract, the selected grantee shall:

- Design and implement evaluation activities that measure the effectiveness, implementation, and sustainability for each priority area that is included in the TN-TAN;
- Engage in ongoing collaboration and strategic planning with the State-selected TN-TAN Coordination grantee and TN-TAN network partners;
- Provide support for each TN-TAN priority area, which includes but is not limited to

providing technical assistance related to data collection, developing monthly reports to inform improvement activities, collecting and analyzing evaluation data related to TN-TAN priority area activities, and meeting regularly with State-selected TN-TAN priority leads to provide updates on evaluation activities; and

- Prepare a variety of reports detailing both overall TN-TAN progress and individual TN-TAN priority area progress toward short- and long-term evaluation metrics.

The budget for the TN-TAN Evaluation grant contract is four million, one hundred thirty-three thousand, three hundred thirty-three dollars and zero cents (\$4,133,333.00) for a maximum contract term of five (5) years.

***The TN-TAN Coordination and TN-TAN Evaluation grant contracts cannot be awarded to the same grantee.**

****Applicants submitting an application to the TN-TAN Coordination RFA or the TN-TAN Evaluation RFA MAY NOT submit applications for the TN-TAN Priorities RFA.**

Communications

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

Denise Edwards, Procurement Manager
Tennessee Department of Education
710 James Robertson Parkway
Nashville, TN 37243
Denise.Edwards@tn.gov

Review Process

All complete application packages meeting the requirements and received by the State 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: Scoring Rubric**. The overall score will serve as the basis for selection.

This request for applications by the State does not create rights, interests, or claims of entitlement in any applicant. The State 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		May 18, 2026
Written Questions/Comments Deadline	5:00 PM CT	May 22, 2026
State Response to Applicant Questions/Comments		May 29, 2026
Application Deadline	5:00 PM CT	June 5, 2026
Notice of Contract Award		June 12, 2026
Proposed Contract Start Date		July 1, 2026

Application Procedures

All applicant questions/comments must be submitted via email to Denise.Edwards@tn.gov by **5:00 PM CT on May 22, 2026** to be formally answered by the State.

Applications must be completed and submitted via email to Denise.Edwards@tn.gov by **5:00 PM CT on June 5, 2026**. **Paper copies of applications will not be accepted.**

Steps to apply:

1. Address all application components in **one** submission.
2. Clearly label each section of the application package in correspondence with each section (mandatory requirements, technical responses, etc.)
3. Ensure that it is clear which item(s) a response corresponds with.
4. Submit the Application in **one** PDF.
5. Email the submission PDF by the response deadline.

Application Components

1. ***Mandatory Requirements***

Only applications meeting the mandatory requirements (listed in **Attachment A: Scoring Rubric**) will be considered.

2. ***Technical Response***

A review committee made up of three (3) or more State employees will independently evaluate and score all applications that meet the mandatory requirements. Each reviewer will use the whole number, raw point scale for scoring each item as listed in **Attachment A: Scoring Rubric**. The reviewers' scores will be averaged to determine the applicant's final, overall score. The applicant with the highest averaged score will be awarded the contract attached hereto.

Attachment A: Scoring Rubric

Mandatory Requirements (Pass/Fail)

Applicants must respond to all questions below in order to be considered.

Applicant Name:	
Mandatory Requirements:	
1. Detail the name, e-mail address, mailing address, and telephone number of the person the State should contact regarding the response.	
2. Provide a statement confirming that, if awarded a contract, the applicant will substantially accept and agree to all terms and conditions set out in the Pro Forma Grant Contract (or note any limited exceptions). If the contract is awarded to a Tennessee state entity, the standard terms and conditions of the contract shall be revised accordingly. *Please note: The State asks applicants to remove all requests for redlines or alternate or additional terms and conditions; however, the State may, in its sole discretion, engage in limited clarifications/negotiations with awardees regarding questions identified during the Written Questions/Comments period.	
3. Describe the applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company, Tennessee state university) and business location (physical location or domicile).	
4. Detail the number of years the applicant has been in business and briefly describe how long the applicant has been providing the services listed in the Pro Forma Grant Contract or similar services.	
5. Provide a statement of whether, in the last ten (10) years, the applicant has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
6. Provide a statement of whether there is any material, pending litigation against the applicant that the applicant should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the applicant's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the applicant's performance in a contract pursuant to this solicitation.	

7. Provide a statement confirming that the applicant has all necessary intellectual property rights to provide all the goods and services required in the Pro Forma Grant Contract.

8. Provide a statement of whether the applicant intends to use subcontractors to meet the requirements of any contract awarded pursuant to this solicitation, and if so, detail:

- Names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;
- Description of the scope and portions of the services any subcontractor will perform; and
- Statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the applicant's response to this solicitation.

Technical Response (100 Points)

Applicants must address all technical response items and provide, in sequence, the information and documentation as required. A peer review committee made up of three (3) or more State employees will independently evaluate the responses and assign a score to each item using the rubric below. The solicitation coordinator will calculate the average of the total scores to determine the applicant's final, overall score. The applicant with the highest averaged score will be awarded the contract attached hereto.

Applicant Name:			
Technical Response	Maximum Points	Assigned Points	
<p>1. Evidence of Experience: Provide a narrative and/or evidence detailing the applicant's experience with providing evaluation services for a large-scale, multi-year program. Evidence may include a list of current and/or past program evaluation projects with a brief summary of each project or a general explanation that highlights the applicant's overall experience and history conducting program evaluations. Applicants with experience evaluating large-scale, multi-year education programs specifically are encouraged to describe that experience in their response.</p>	15		
<p>2. Provision of Services: Provide a narrative and/or evidence detailing the applicant's experience as a vendor providing support to address statewide evaluation needs, accomplish required objectives, and meet a client's project schedule. Acceptable evidence may include a history of providing evaluation services on a large scale with evidence that the objectives and deliverables were met, as well as details of how personnel was assigned to meet contract requirements.</p>	15		

<p>3. Personnel Capacity: Provide a narrative and/or evidence detailing how the applicant plans to assign qualified personnel to meet the requirements in the scope of the Pro Forma Grant Contract. Evidence may include an organizational chart or description of required experience and the roles necessary to support the work.</p>	<p>15</p>	
<p>4. Communication Skills: Provide a narrative and/or evidence detailing the applicant’s experience and ability to create high-quality, comprehensive, and clear reports, presentations, and other types of evaluation-focused deliverables. Include the applicant’s capacity to ensure TN-TAN’s communication and content will meet professional standards and adhere to the State’s style and communication guidelines, including but not limited to experience with copy editing and Section 508 of the Rehabilitation Act of 1973 (“Section 508”) (29 U.S.C. § 794d) accessibility compliance.</p>	<p>15</p>	
<p>5. Technical Skills: Provide a narrative and/or evidence detailing the applicant’s technical knowledge and skills related to collecting, analyzing, and reporting data as part of large-scale evaluation projects. The narrative may include information about the database(s) the applicant will use to collect data, the software the applicant will use to analyze data, and in what format the applicant will provide results.</p>	<p>15</p>	
<p>6. Evidence of Success: Provide a narrative and/or evidence detailing the applicant’s prior success implementing large-scale, multi-year program evaluation projects. Evidence</p>	<p>15</p>	

<p>may include descriptions of specific methods used to conduct successful evaluations, links to or excerpts from publicly available or published evaluation reports, or testimonials from program evaluation clients.</p>		
<p>7. Budget: Provide a narrative detailing how the applicant will allocate the funds awarded through this project to support the statewide TN-TAN as detailed in the scope of the Pro Forma Grant Contract.</p>	<p>10</p>	
<p>Score (Maximum Possible = 100)</p>		

Technical Response Rubric

	Total Points Possible	Insufficient Response	Adequate Response	Exemplary Response
TECHNICAL RESPONSE #1	15	Narrative/evidence demonstrates <i>limited</i> or <i>insufficient</i> experience needed to meet the requirements of this work. (0 – 5 points)	Narrative/evidence demonstrates <i>sufficient</i> knowledge and experience in providing evaluation services for a large-scale, multi-year program. (6 – 10 points)	Narrative/evidence demonstrates <i>significant</i> knowledge and experience in providing evaluation services for a large-scale, multi-year program. (11 – 15 points)
TECHNICAL RESPONSE #2	15	Narrative/evidence demonstrates <i>limited</i> or <i>insufficient</i> experience needed to meet the requirements of this work. (0 – 5 points)	Narrative/evidence demonstrates <i>sufficient</i> experience in addressing statewide evaluation needs, accomplishing required objectives, and meeting a client's project schedule; narrative is <i>clear</i> but does not address all the requirements of this work. (6 – 10 points)	Narrative/evidence demonstrates <i>significant</i> experience and expertise with multiple sources of evidence demonstrating success in the provision of addressing statewide evaluation needs, accomplishing required objectives, and meeting a client's project schedule; narrative is <i>thorough</i> and <i>clear</i> . (11 – 15 points)
TECHNICAL RESPONSE #3	15	Narrative/evidence is <i>unclear</i> and/or has <i>limited</i> details to show that the applicant has the personnel capacity to fulfill the requirements of this work.	Narrative/evidence includes <i>sufficient</i> details to show the applicant's anticipated roles for supporting the requirements of this work, but it lacks details regarding required personnel	Narrative/evidence is <i>clear</i> and <i>detailed</i> and demonstrates the applicant's ability to meet the requirements of this work. Description of the roles and experience of the

		(0 – 5 points)	expertise and capacity to support all functions outlined in the scope of work. (6 – 10 points)	respective personnel is <i>clear</i> and <i>concise</i> . (11 – 15 points)
TECHNICAL RESPONSE #4	15	Narrative/evidence is <i>unclear</i> and/or has <i>limited</i> details demonstrating the applicant’s experience with creating high-quality, comprehensive, and clear reports, presentations, and other types of evaluation-focused deliverables; very little or no evidence of public facing artifacts that reflect high-quality and Section 508 compliant materials. (0 – 5 points)	Narrative/evidence has <i>sufficient</i> details demonstrating the applicant’s experience with creating high-quality, comprehensive, and clear reports, presentations, and other types of evaluation-focused deliverables; <i>minimal</i> evidence of public facing artifacts that reflect high-quality and Section 508 compliant materials. (6 – 10 points)	Narrative/evidence is <i>clear</i> and <i>detailed</i> and demonstrates the applicant’s experience with creating high-quality, comprehensive, and clear reports, presentations, and other types of evaluation-focused deliverables; <i>extensive</i> evidence of public facing artifacts that reflect high-quality and Section 508 compliant materials. (11 – 15 points)
TECHNICAL RESPONSE #5	15	Narrative/evidence is <i>unclear</i> and/or has <i>limited</i> details demonstrating the applicant’s technical knowledge and skills related to collecting, analyzing, and reporting data as part of large-scale evaluation projects. (0 – 5 points)	Narrative/evidence has <i>sufficient</i> details demonstrating the applicant’s technical knowledge and skills related to collecting, analyzing, and reporting data as part of large-scale evaluation projects. (6 – 10 points)	Narrative/evidence has <i>extensive</i> details demonstrating the applicant’s technical knowledge and skills related to collecting, analyzing, and reporting data as part of large-scale evaluation projects. It is clear that the applicant has experience in statistical analyses of large amounts of data. (11 – 15 points)

<p>TECHNICAL RESPONSE #6</p>	<p>15</p>	<p>Narrative/evidence is <i>unclear</i> and/or has <i>limited</i> details demonstrating the applicant's prior success in implementing large-scale, multi-year program evaluation projects.</p> <p>(0 – 5 points)</p>	<p>Narrative/evidence has <i>sufficient</i> details demonstrating the applicant's prior success in implementing large-scale, multi-year program evaluation projects.</p> <p>(6 – 10 points)</p>	<p>Narrative/evidence has <i>extensive</i> details demonstrating the applicant's prior success in implementing large-scale, multi-year program evaluation projects. It is clear that the applicant has experience in conducting successful evaluations and publishing evaluation reports.</p> <p>(11 – 15 points)</p>
<p>TECHNICAL RESPONSE #7</p>	<p>10</p>	<p>Narrative <i>lacks sufficient</i> detail to support the amount of funds awarded through this project and/or does <i>not</i> support the statewide need relative to the scope of the Pro Forma Grant Contract.</p> <p>(0 – 3 points)</p>	<p>Narrative has <i>sufficient</i> details to support the amount of funds awarded through this project; however, the narrative does <i>not entirely</i> support the statewide need relative to the scope of the Pro Forma Grant Contract.</p> <p>(4 – 6 points)</p>	<p>Narrative has <i>extensive</i> details to support the amount of funds awarded through this project. Narrative is <i>aligned</i> to project goals and is <i>fiscally responsible</i> for addressing statewide needs relative to the scope of the Pro Forma Grant Contract.</p> <p>(7 – 10 points)</p>

Attachment B: Pro Forma Grant Contract

The Pro Forma Grant 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).

The Pro Forma Grant Contract substantially represents the document that the successful agency must sign.

See sample Pro Forma Grant Contract attached below.



GRANT CONTRACT

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

Begin Date <p style="text-align: center;">TBD</p>	End Date <p style="text-align: center;">June 30, 2031</p>	Agency Tracking # <p style="text-align: center;">33101-26051GRF5</p>	Edison ID <p style="text-align: center;">TBD</p>		
Grantee Legal Entity Name <p style="text-align: center;">TBD</p>			Edison Vendor ID <p style="text-align: center;">TBD</p>		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 84.027A			
		Grantee's fiscal year end: TBD			
Service Caption (one line only) TN TAN - Evaluation (FY27-FY31)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027		\$TBD			\$TBD
2028		\$TBD			\$TBD
2029		\$TBD			\$TBD
2030		\$TBD			\$TBD
2031		\$TBD			\$TBD
TOTAL:		\$4,133,333.00			\$4,133,333.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Request for Applications (RFA)			
<input type="checkbox"/> Non-competitive Selection		N/A			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GR</i>		
Speed Chart (optional) IDEA FUNDS (33136)		Account Code (optional)			

**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 **Grantee Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of TN TAN - Evaluation (FY27-FY31), 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:

- a. Annual Performance Report ("APR") – a federally required report under IDEA that details a state’s progress toward meeting SPP targets for each performance indicator
- b. Coordination Grantee – the State-selected grantee responsible for assisting educators and families in connecting to coordinated resources and supports available through TN-TAN and for leading and coordinating the work of the Priority Grantees
- c. Individuals with Disabilities Education Act ("IDEA") – federal law that makes available a free appropriate public education ("FAPE") to eligible children with disabilities and ensures special education and related services to those children (20 U.S.C. § 1400 et seq.)
- d. Least Restrictive Environment ("LRE") – a key principle of the IDEA which requires that students with disabilities be educated with their non-disabled peers to the maximum extent appropriate (20 U.S.C. § 1412(a)(5))
- e. Local Education Agency(ies) ("LEA(s)") – any public school district, public charter school, state special school, or other public agency authorized under Tennessee law and subject to IDEA requirements that receives pass-through IDEA funding from the State
- f. Network Partner(s) – all State-selected grantees that have been awarded a contract to provide support to the TN-TAN, which includes but is not limited to this Grantee, the Priority Grantees, and the Coordination Grantee
- g. Priority(ies) – the individual TA projects within TN-TAN, including Special Education Programming, Assistive Technology, Tiered Intervention Implementation, Family & School Engagement, and Individualized Education Program ("IEP") Coaching & Support
- h. Priority Grantee(s) – the State-selected grantee(s) responsible for overseeing the individual Priority(ies) available through TN-TAN and providing corresponding TA for each Priority to LEAs

- i. State Performance Plan (“SPP”) – a federally required report under IDEA that describes how the State will improve implementation of special education and contains rigorous targets for eighteen (18) compliance- and results-based indicators of performance
 - j. State Systemic Improvement Plan (“SSIP”) – a comprehensive, multi-year, targeted plan required for IDEA-funded states that uses systemic, evidence-based practices to improve outcomes for children with disabilities
 - k. Technical Assistance (“TA”) – universal, targeted, or intensive supports designed to assist LEAs with the implementation of special education programming and other student support needs
 - l. TN Technical Assistance Network (“TN-TAN”) – coordinated technical support projects and activities that support students and LEAs statewide. TN-TAN is supported by the State and Network Partners.
 - m. Work Plan – written proposal of the Grantee’s plan for the upcoming project year to implement the scope of work, including but not limited to target dates, action items, and persons responsible for action items
- A.3. The Grantee shall complete and submit to the State a detailed initial Work Plan within twenty (20) business days of the Effective Date detailing the steps necessary to accomplish the scope of service items outlined in this Grant Contract.
- The Work Plan shall:
- a. Include, at minimum, quarterly milestones outlining actions, date of anticipated completion for each action, the individual(s) responsible for each action and their role, and a method for tracking the status of each action;
 - b. Be submitted for review by the State and revised at least quarterly on dates to be agreed upon between the State and the Grantee to reflect changes to any proposed milestones, actions, or anticipated dates of completion, or as otherwise requested by the State; and
 - c. Be maintained by the Grantee on a shared site accessible by the State.
- A.4. The Grantee shall design and implement evaluation activities that measure the effectiveness, implementation, and sustainability of each Priority that is included in the TN-TAN, including their impact on educator effectiveness and student outcomes.
- The Grantee shall:
- a. Assist Priority Grantees in identifying short term and long-term student outcome metrics;
 - b. Observe Priority activities and work closely with Priority Grantee staff to implement meaningful utilization-focused evaluation practices; and
 - c. Collect and analyze data resulting from evaluation activities (e.g., survey data, implementation stage ratings, etc.) and State and district level outcome data points as identified by the State, including but not limited to restraint and isolation, disciplinary data, LRE, and achievement data.
- A.5. The Grantee shall engage in ongoing collaboration and strategic planning with the Network Partners within the TN-TAN, including but not limited to the following activities:

- a. Participating in regular virtual convenings, planning meetings, and collaborative sessions facilitated by the Coordination Grantee;
 - b. Ensuring Network Partners' short and long-term goals are aligned with TN-TAN's goals, vision, and theory of action;
 - c. Supporting Network Partners with data analysis and responding to the collective TN-TAN data to guide collaborative functions of the TN-TAN (note that all Network Partners are unified in the TN-TAN supports provided to Tennessee schools and families, including but not limited to resource development, TA, and professional learning opportunities);
 - d. Identifying opportunities within TN-TAN to increase the synergy of Network Partner workstreams to avoid duplication and enhance shared focus and responsibility; and
 - e. Providing the State with quarterly updates that summarize strategic planning activities, emerging trends, needs, and opportunities for responsive improvement. The exact dates on which quarterly updates are due to the State are as established in the approved Work Plan, in accordance with Section A.3.
- A.6. The Grantee shall support the Coordination Grantee by promoting various TN-TAN events and providing TN-TAN data highlights to be shared in newsletters, social media blasts, etc. to be created by the Coordination Grantee.
- A.7. The Grantee shall provide support for each Priority Grantee under the TN-TAN, including but not limited to the following responsibilities:
- a. Providing TA and consultation focused on data collection to Priority Grantees;
 - b. Providing monthly reports to Priority Grantees and the State in support of continuous quality improvement activities (exact dates on which monthly reports should be submitted to Priority Grantees and the State are to be established in the approved Work Plan, as detailed in Section A.3.);
 - c. Performing continuous collection and analysis of evaluation data related to Priority activities;
 - d. Meeting quarterly with the Priority Grantees and the State to provide updates on evaluation activities and to plan for continued service needs. The exact dates on which these meetings shall occur are to be established in the approved Work Plan, as detailed in Section A.3.;
- A.8. The Grantee shall analyze State-provided data for the federally required SPP, APR, and SSIP and prepare a draft report for the State's consideration no later than December 31st each year of the Term. The report specifications will be provided by the State.
- A.9. The Grantee shall provide quarterly progress reports to the State due no later than the fifteenth (15th) of each July, October, January, and April during the Term. These quarterly progress reports shall include raw data and an analysis of current data for the short-term metrics of each Priority as established by the Grantee in collaboration with the State. Additional reports may be requested by the State as needed.
- A.10. The Grantee shall provide an annual report to the State that details progress toward long-term metrics for each Priority under the TN-TAN, as established by the Grantee in collaboration with the State. The Grantee shall also produce a one-page evaluation brief for each Priority that summarizes each Priority's progress. The annual report and evaluation briefs shall be due to the State no later than September 1st each year of the Term.

- A.11. The Grantee shall participate in an annual in-person TN-TAN kick-off meeting to be scheduled on a date agreed upon between the TN-TAN Grantees and the State and held at a location determined by the State. The purpose of this meeting is to establish TN-TAN's norms, vision, theory of action, and general processes.
- A.12. The Grantee shall participate in annual in-person meetings with the State and the other TN-TAN Grantees to coordinate annual priorities, evaluate TN-TAN services by analyzing Network Partner and TN-TAN data, and identify milestones for each TN-TAN focus area. The annual meeting will be scheduled on a date agreed upon among the TN-TAN Grantees and the State and held at a location established by the State.
- A.13. The Grantee shall respond to requests (e.g., invoicing, lists of full-time employees and subcontractors, etc.) from the State or the Coordination Grantee within five (5) business days.
- A.14. The Grantee shall ensure all personnel, including subcontractors, working on behalf of the Grantee to deliver the scope of services and deliverables outlined in this Grant Contract participate in ongoing professional learning to advance their own special education and school-based knowledge to better assist LEAs and families requesting assistance from the TN-TAN. The Grantee is responsible for covering all costs associated with this professional learning as the State will not reimburse the Grantee for conference fees, continuing education, professional memberships, licensure fees or licensure advancement courses, tuition or other related school fees, or travel to any professional development conference or event.
- A.15. The Grantee shall complete the scope of services in this Grant Contract within the State of Tennessee without submitting out-of-state travel expenses for reimbursement from the State.
- A.16. The Grantee shall not use the work of the TN-TAN to conduct external research or use any data collected through the work of the TN-TAN for any research, publishing, or purposes not included in this Grant Contract or otherwise requested by the State.
- A.17. The Grantee shall familiarize themselves with the IDEA; State Board of Education ("SBE") rules and policies relevant to special education and students with disabilities; Response to Instruction and Intervention as detailed in SBE Rule 0520-01-03 and the State's most current version of the Response to Instruction and Intervention Manual; the State's special education laws, rules, and policies; and State Annual Performance Report data.
- A.18. The Grantee shall attend any local, regional, and State conferences and events related to this scope of work upon the request of the State.
- A.19. The Grantee shall provide their own equipment necessary for fulfilling the scope of services in this Grant Contract, including but not limited to computers, electronic devices, workplace furniture, etc.
- A.20. The Grantee shall ensure that all employees and subcontractors provided under this Grant Contract that shall be on school property while children are present or that shall have direct contact with school children have a satisfactory criminal history records check prior to being assigned for service. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee or subcontract shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background checks.
- A.21. Work Product Ownership: The State shall have full, final, and perpetual ownership rights to all training materials, content, and resources provided by the Grantee under this Grant Contract

except, where the Grantee has preexisting intellectual property ownership rights to training material, content, and resources used in the fulfillment of this Grant Contract, in which case the State shall have paid-up perpetual, royalty-free, sublicensable, non-exclusive licensing rights to use, reproduce, distribute, and modify any such training materials, content, and resources for the State of Tennessee's governmental purposes. All content and resources developed or produced by the Grantee under this Grant Contract shall be marked with the following, unless otherwise specified by the State: "Permission is granted to use and copy these materials for noncommercial educational purposes with attribution credit to the Tennessee Department of Education." The Grantee has a limited, non-exclusive license to use the training materials, content, and resources provided by the Grantee, State, or other State-selected grantees under this Grant Contract for the purpose of fulfilling the scope of services of this Grant Contract and for the purpose of providing additional supports, separate from this Grant Contract, to Tennessee LEAs to improve outcomes, particularly by ensuring that students with disabilities have access to FAPE in their LRE, meaningful access to general education, and high-quality supports for all students.

- A.22. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on **DATE** ("Effective Date") and ending on June 30, 2031, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four million, one hundred thirty-three thousand, three hundred thirty-three dollars and zero cents (\$4,133,333.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

IDEA.Invoices@tn.gov
c/o Zachary Stone

- 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 & Division of Special Education & Student Supports.
 - (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 twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) 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 Central Procurement Office Policy 2013-007 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:

Zachary Stone, Senior Director of IDEA Data
 Tennessee Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
Zachary.Stone@tn.gov
 (615) 532-9702

The Grantee:

Grantee Contact Name & Title
Grantee Name
Address Line 1
Address Line 2
Email Address
(###) ###-####

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination or suspension, 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. As applicable, 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. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars (\$1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). 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 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—200.327 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 ten thousand dollars (\$10,000.00).

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

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

- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Grantee's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Grantee agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Grantee's sole responsibility. The Grantee agrees that the insurance requirements specified in this Section do not reduce any liability the Grantee has assumed under this Contract including any indemnification or hold harmless requirements.
- To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Grantee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.
- Grantee shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Grantee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Grantee shall provide the State evidence that all subgrantees maintain the required insurance or that subgrantees are included under the Grantee's policy. At any time, the State may require Grantee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Grantee self-insures, then a COI will not be required to prove coverage. Instead Grantee shall provide a certificate of self-insurance or a letter, on Grantee's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.
- The State agrees that it shall give written notice to the Grantee as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section

shall not grant the Grantee or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Grantee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Grantee arising under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Grantee shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Grantee shall maintain single limits not less than **one million dollars (\$1,000,000)** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Grantees statutorily required to carry workers’ compensation and employer liability insurance, the Grantee shall maintain:
 - i. Workers’ compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars **(\$1,000,000)** per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Grantee certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Grantee shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Grantee employs fewer than five (5) employees;
 - ii. The Grantee is a sole proprietor;
 - iii. The Grantee is in the construction business or trades with no employees;
 - iv. The Grantee is in the coal mining industry with no employees;
 - v. The Grantee is a state or local government; or
 - vi. The Grantee self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Grantee shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Grantee shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

d. Cyber Liability Insurance

- 1) The Contractor shall maintain cyber liability insurance in an amount not less than **three million dollars (\$3,000,000)** per occurrence or claim and **five million dollars (\$5,000,000)** annual aggregate. Such insurance shall be sufficiently broad to respond to the Contractor's duties and obligations under this Contract, and shall include coverage for all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than **three million dollars (\$3,000,000)** and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than **one million dollars (\$1,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than **two hundred and fifty thousand dollars (\$250,000)**. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under

this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

- E.4. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State’s failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.5. 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.

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

- 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

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. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

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

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

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

E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

- (1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (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 or 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Grantee shall provide installation and maintenance support at no cost to the State.
- (3) The Grantee and any Subcontractors used by the Grantee to host State data, including data center vendors, shall be subject to an annual engagement by a licensed 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") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Grantee services that are

part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).

- (4) The Grantee must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Grantee must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Grantee to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Grantee must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Grantee must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Grantee must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Grantee must require each of its Subcontractors, including data centers used by the Grantee to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (5) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "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 Contractor'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. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT)

must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) 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
- (8) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors 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 always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. 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

48 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:

48 HOURS

- (2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. 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 Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.9. Artificial Intelligence (AI) Use and Compliance Requirements. The Grantee agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee’s Enterprise Artificial Intelligence Policy ([Policy 200-POL-007](https://www.tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007_Enterprise_Artificial_Intelligence_Policy.pdf)), available at: [tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf](https://www.tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007_Enterprise_Artificial_Intelligence_Policy.pdf)

The Grantee further agrees to the following:

a. Data Privacy and Security

Grantee shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

- (1) The AI tool is explicitly approved in writing by the State.
- (2) The tool is operated within a secure State-controlled or approved environment.

b. Prohibition on Model Training

Grantee shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-OL-007.

c. Transparency and Accountability

Grantee shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Grantee is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. Use of Approved Tools Only

Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. Ongoing Compliance and Risk Mitigation

Grantee shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AI usage under this Grant Contract at any time.

f. Indemnification

Grantee shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Agreement for any unauthorized disclosure, misuse, or compromise of State Data resulting from AI-related processing that violates this Grant Contract or State policy.

- E.10. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.11. 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.12. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the U.S. Department of Education and the Region 4 Office of the Environmental Protection Agency.
- E.13. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

LIZZETTE REYNOLDS, COMMISSIONER

DATE

ATTACHMENT A**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	TBD
Subrecipient's Unique Entity Identifier (SAM)	TBD
Federal Award Identification Number (FAIN)	H027A2500052
Federal award date	07/01/2025
Subaward Period of Performance Start and End Date	TBD - June 30, 2031
Subaward Budget Period Start and End Date	TBD - June 30, 2031
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A State Grant-B (611)
Grant contract's begin date	TBD
Grant contract's end date	June 30, 2031
Amount of federal funds obligated by this grant contract	\$4,133,333.00
Total amount of federal funds obligated to the subrecipient	\$4,133,333.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$289,114,308.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State Grant – B (611)
Name of federal awarding agency	U.S. Department of Education
Name and contact information for the federal awarding official	Christine Pilgrim, Associate Division Director Christine.Pilgrim@ed.gov (202) 245-7351
Name of pass-through entity	Tennessee Department of Education
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Assistant Commissioner of Special Education & Student Supports Jennifer.Jordan@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	TBD

ATTACHMENT B

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:	BEGIN: DATE	END: June 30, 2031		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$4,133,333.00	0.00	\$4,133,333.00

¹ Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

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

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

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

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

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