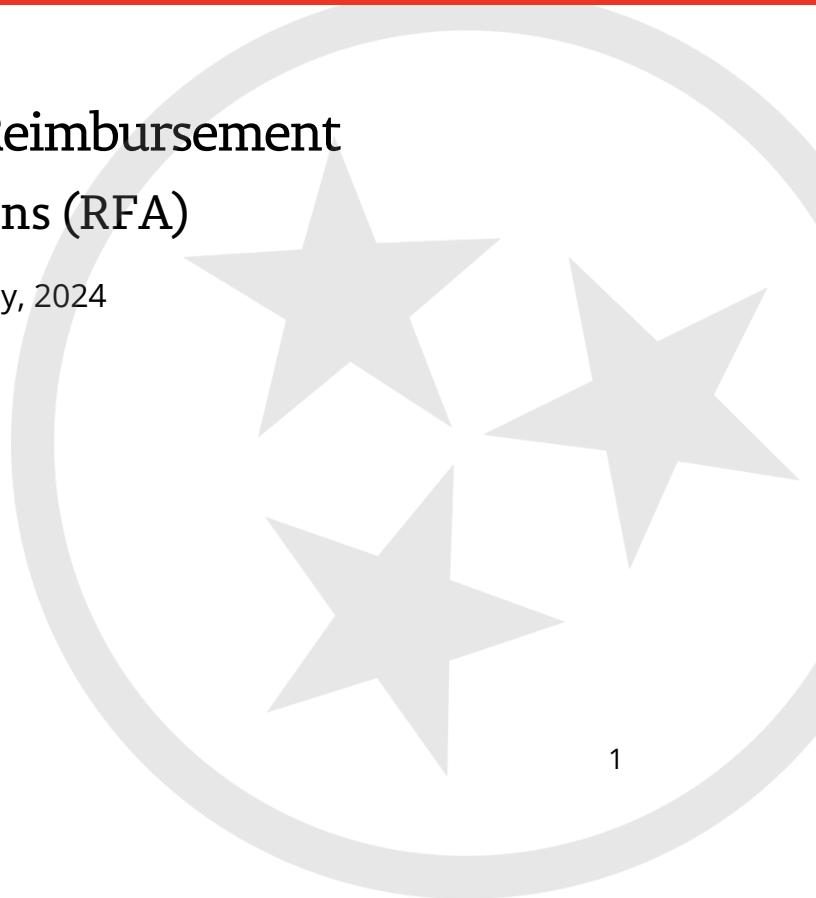


# Speech/Language Tuition Reimbursement 2024 Request for Applications (RFA)

Tennessee Department of Education | May, 2024

**Application Due Date: June 21, 2024**



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# General Information

## **Background**

The American Speech-Language-Hearing Association reports that 31% of speech-language pathologists (SLPs) indicate a shortage of personnel within the school setting is a significant barrier to successful job completion<sup>1</sup>. The U.S. Department of Labor predicts a 31% increase in the need for SLPs in the State of Tennessee through the year 2030<sup>2</sup>. Currently, Tennessee school districts are experiencing an acute shortage of speech/language personnel as 57% of our school districts report a shortage in speech/language personnel as of November 2023. This issue results in a lack of both high-quality evaluations for students suspected of having a disability and a lack of needed speech/language services for students identified as having a disability in Tennessee public schools. In addition, this has resulted in higher workloads for the current speech/language personnel in Tennessee public schools, resulting in a high rate of attrition.

One of the root causes leading to the staffing shortage is the lack of candidates pipelining from the pre-service programs into the Tennessee public schools. The cost of traditional preparatory programming in communication sciences and disorders is a significant barrier for many individuals wanting to pursue a career in this field. The grants resulting from this Request for Applications (RFA) will provide a tuition-free pathway toward achieving a Tennessee speech/language School Services Personnel license as either a speech-language pathologist or a speech-language pathology assistant, thus reducing the shortage of speech/language personnel.

## **Procurement Purpose**

The Tennessee Department of Education (“State”) is seeking up to 2 Educator Preparation Programs (EPPs) in Communication Sciences and Disorders (CSD) for this work. The institutions will provide up to five (5) individuals with a program that will lead to a degree and a school services personnel license through the State of Tennessee Department of Education as a speech-language pathology assistant (SLPA) or speech-language pathologist (SLP) at no cost. The following endorsements will be considered for this grant opportunity:

- 498 (Speech/Language Pathologist preK-12)

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<sup>1</sup> American Speech-Language-Hearing Association. (2022). Schools survey report: SLP workforce and work conditions trends 2004-2022. <https://www.asha.org/siteassets/surveys/schools-survey-report-slp-workforce-trends-2004-2022.pdf>.

<sup>2</sup> U.S. Department of Labor. (2024). Long-term occupational projections (2020-2030). <https://projectionscentral.org/index.php/Projections/LongTerm>.

- 2003 (Speech/Language Pathology Assistant).

The purpose of these grants is to address the vacancies of speech/language personnel in Tennessee public schools by providing a no-cost pathway for individuals to be licensed by the Tennessee Department of Education as either an SLP or an SLPA. The Grantees will prioritize:

- Individuals who currently work in a Tennessee public school system as an educator or paraprofessional, pending the individual's admission to the grantee's program (**non-traditional individual**), and/or
- Individuals applying and accepted to the grantee's program, who have expressed a desire to work in Tennessee public schools (**traditional individual**).

Given the type of programming available from the selected grantees, the 5 individuals might be heterogeneous (i.e., a mixture of non-traditional and traditional participants) or homogeneous (i.e., all traditional or all non-traditional). For Individuals who currently are working in a Tennessee public school system as an educator or paraprofessional, the Grantees would provide a program in a structure that allows the individual(s) to acquire the degree while working in their current role in a Tennessee public school.

The selected Grantees will provide necessary coursework and preparation assistance within grant funding leading to a recommendation from the university to the State to add one of the specified endorsements (contingent upon the teacher's satisfactory completion of all program requirements). Candidates participating in the grantee program must commit to a minimum of two years serving as specialized instructional support personnel (SISP) in Tennessee in the role of SLP or SLPA.

The State will reimburse up to \$2,600,000 total for the four-year Grant Contract Term (\$1,300,000 per selected Grantee if two qualified Grantees are identified for Grant Contract award). The total annual budget for this project is \$650,000. (\$325,000 annually per Grantee if two qualified Grantees are identified for Grant Contract award).

Preference will be given to EPPs that provide evidence of effective CSD preparation resulting in licensure and hiring; flexibility of the program design to prepare current SISPs; evidence of high-quality instructional practices; and partnerships with small and sparse local education agencies to allow for clinical practicums and employment opportunities.

See the attached pro forma contracts that include a detailed scope of services and terms and conditions that awardees will sign (IG for State awardees and GR for non-State awardees). The State is not seeking redlines or alternate terms and conditions; please ask any questions during the application period.

## Communications

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

Denise Edwards, Procurement Manager  
Tennessee Department of Education  
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 upon 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 14, 2024
Applicant Deadline for Submitting Questions	5:00 pm CT	May 23, 2024
State Responses to Questions		May 31, 2024
Application Deadline	5:00 pm CT	June 21, 2024
Notice of Contract Award		June 28, 2024
Proposed Contract Start Date		August 1, 2024

# Application Procedures

The application must be completed and submitted via email to Denise Edwards, [Denise.edwards@tn.gov](mailto:Denise.edwards@tn.gov) by **5:00 pm CT** on **June 21, 2024**. **Paper copies of this application will not be accepted.**

## Steps to submitting an application:

1. Address all application components in sequential order.
2. Clearly label each section (i.e., general, technical, budget).
3. Ensure it is clear with which items the response corresponds.
4. Submit application in one PDF.
5. Email one PDF by the response deadline.

# Application Components

Applicants will need to submit the following:

- General qualifications and experience
  - Applicant name
  - Contact information
- Technical Response
  - Provide a proposed timeline for completing the scope of services including recruitment, selection, coursework, and recommendation for endorsement.
  - Provide a narrative describing:
    - Programming and coursework pathways allowable for recruitment of candidates (e.g., full-time, part-time, online coursework, asynchronous coursework),
    - Strategies used to support candidates' successful completion of programming and coursework, and
    - Current partnerships with sparse and small Tennessee school districts for student clinic experience that will help with pipelining toward employment opportunities.
- Narrative responding to A.3-A.7 in the scope of services noted in the Pro Forma Grant Contract
- Budget—a single budget for the duration of the grant

## ***Application Review Procedures***

An evaluation team consisting of a minimum of three department staff with expertise in CSD preparation, licensure, and/or special education will evaluate the responses using the scoring rubric. The two applicants with the highest scores will be awarded the grant.

## **Attachment A: Scoring Rubric**

<b>APPLICATION COMPONENT</b>	<b>MAXIMUM POINTS</b>	<b>ASSIGNED POINTS</b>
<b>General Qualifications</b>		
1. Mandatory Pass/Fail requirement: Applicant is an established EPP that has a communication Sciences and Disorders department that can lead to an individual serving as a speech-language pathologist or speech-language pathology assistant.	Pass	
STOP. Applicant is not eligible for consideration for contract award.		
2. Evidence provided to establish expertise of the professor(s) and/or teaching staff in evidence-based strategies and teaching practices for students who have speech and language impairments.	5	
3. Evidence of the institution's capacity and readiness to implement the work in the grant, including evidence of a current coursework and clinic experience that leads to experienced school-based clinicians.	5	
<b>Timeline and Implementation Plan</b>		

<p>4. A timeline is provided that is sufficiently detailed to ensure implementation of the program including recruitment of candidates (traditional and non-traditional), completion of coursework within the grant timeframe, candidates' successful completion of the Praxis, and strategies to ensure placement in a small or sparse Tennessee local education agency.</p>	<p>5</p>	
<p>5. Evidence of adequate programming pathways available to candidates for successful completion of the program.</p>	<p>5</p>	
<p><b>Scope of Services</b></p>		
<p>6. A description of the EPP's plan to provide candidates with the coursework, practicum, and skills needed to acquire an endorsement as a speech-language pathologist or a speech-language pathology assistant.</p>	<p>10</p>	
<p>7. Application includes a plan to provide practicum or onsite experiences, content, and coaching that includes the benefits and rights of students protected by the Individuals with Disabilities Education Act (IDEA) and provided within continuum of supplementary aids, services, and placement options.</p>	<p>5</p>	



8. Application includes a description of involvement with a minimum of one professional organization aligned to the endorsement program and focused on applied research and high-leverage practices for teaching students with a visual impairment.	5	
<b>Budget</b>		
9. Narrative indicating the budget is adequate for meeting the scope of services and ensuring a maximum of 5 candidates to obtain either a 498 Speech/Language Pathologist preK-12 or a 2003 Speech-Language Pathology Assistant SSP license through the Tennessee Department of Education.	5	
<b>Essential Components Total</b>	<b>45</b>	

## Attachment B: Pro Forma Contract

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

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

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

See sample Pro Forma Contract attached below.



# GRANT CONTRACT

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

<b>Begin Date</b> August 1, 2024	<b>End Date</b> June 30, 2028	<b>Agency Tracking #</b> 33101-23228GRF4	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>

<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>Assistance Listing Number</b> 84.027A
	<b>Grantee's fiscal year end</b> June 30th

**Service Caption** (one line only)  
Speech Language Pathology (SLP) Development Tuition Waiver

**Funding** —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025					
2026					
2027					
2028					
<b>TOTAL:</b>					

**Ownership/Control**

Minority Business Enterprise (MBE):  
 African American  Asian American  Hispanic American  Native American

Woman Business Enterprise (WBE)

Service-Disabled Veteran Enterprise (SDVBE)

Disabled Owned Businesses (DSBE)

Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government  Non-Minority/Disadvantaged  Other:

**Grantee Selection Process Summary**

Competitive Selection  
 An evaluation team consisting of a minimum of three department staff with expertise in education preparation, licensure, and/or special education will independently evaluate the responses using the scoring rubric provided within the competitive Request for Applications (RFA). Up to two applicants with the highest scores will be selected.

Non-competitive Selection  
 Describe the reasons for a non-competitive grantee selection process.

<b>Budget Officer Confirmation:</b> 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>
<b>Speed Chart</b> (optional) ED00002373	<b>Account Code</b> (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" or "the Department" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of Speech Language Pathology (SLP) Development Tuition Waiver, as further defined in the "SCOPE OF SERVICES."

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

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

Grantee Edison Vendor ID # **Number**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. American Speech-Language-Hearing Association (ASHA): ASHA is the national professional, scientific, and credentialing association for its members and affiliates who are audiologists; speech-language pathologists; speech, language, and hearing scientists; audiology and speech-language pathology support personnel; and students.
  - b. Communication Sciences and Disorders (CSD): A field of study that involves the scientific investigation of the process of communication. CSD professions involve the diagnosis and treatment of communication disorders, including speech, language, hearing, and other communication abilities.
  - c. Educator Preparation Program (EPP): Tennessee currently has 42 approved Educator Preparation Programs. 8 of those programs have focused CSD programs that result in either an entry-level degree or an advanced degree in speech-language pathology. A list of currently approved EPPs can be found at this link: <https://www.tn.gov/education/educators/licensing/educator-preparation.html>.
  - d. Endorsement: A current State of Tennessee school service personnel license awarded through the Department licensure process.
  - e. Endorsement Candidate: An individual seeking a Speech-Language Pathology or Speech-Language Pathology Assistant Endorsement on a school services personnel license selected by the Department for participation in the Grantee program. Candidates will meet the minimum admission requirements for the EPP and commit to serving students with suspected or confirmed speech or language impairments within the Endorsement's scope of practice for a minimum of two years within a public local education agency with a focus on Small and Sparse Local Education Agencies.

- f. Licensure Assessment: Any standardized assessment required for licensure within the state of Tennessee, usually Praxis assessments.
- g. Non-traditional Participants: Any individual enrolled in the Grantee's program who enrolls part-time or full-time in a college or university while still working in a current job or career and who wishes to remain working while completing the Grantee's program. The programming for a Non-traditional Participant can range from in-person to online coursework or hybrid options.
- h. Participants: Anyone who is enrolled in the Grantee's program for coursework and licensure recommendation in one or more approved school services personnel Endorsement areas
- i. School Services Personnel License: This license type is granted to educators who provide services to students other than instruction and require specialized training that is significantly different from the training for classroom teachers. Individuals who work under this license type include the following: speech-language pathologists, speech-language pathology assistants, audiologists, school psychologists, school counselors, school social workers, and educational interpreters.
- j. Small Local Education Agency: This indicates a Tennessee school district that has a membership of one thousand (1,000) or fewer students (T.C.A. § 49-3-104(18)).
- k. Sparse Local Education Agency: This indicates a Tennessee county school district located in a county with fewer than twenty-five (25) students per square mile (T.C.A. § 49-3-104(19)).
- l. Specialized Instructional Support Personnel (SISP): As defined in the Every Student Succeeds Act (2015), the term 'specialized instructional support personnel' (SISP) means: "school counselors, school social workers, and school psychologists; and other qualified professional personnel, such as school nurses, speech-language pathologists, and school librarians, involved in providing assessment, diagnosis, counseling, educational, therapeutic, and other necessary services (including related services as that term is defined in section 602 of the Individuals with Disabilities Education Act (20 U.S.C. 1401)) as part of a comprehensive program to meet student needs." They are categorized by the National Education Association (NEA) and other organizations as "non-classroom educators."
- m. Speech or Language Impairment: A communication disorder, such as stuttering, impaired articulation, a language impairment, or voice impairment that adversely affects a child's educational performance. Tennessee State Board of Education Rule 0520-01-09-.03(14)(b)(c) further defines speech or language impairment found at the following link: <https://publications.tnsosfiles.com/rules/0520/0520-01/0520-01-09.20230406.pdf>.
- n. Speech-Language Pathologist (SLP): A speech-language pathologist is an individual who holds an advanced degree in speech-language pathology or communication sciences and disorders and has met the professional fieldwork requirements, passed the professional examination, and met requirements for state licensure as outlined by the applicable licensing agency (i.e., Education or Health-Related Board).
- o. Speech-Language Pathology Assistant (SLPA): A speech-language pathology assistant is an individual who, following academic and on-the-job training, performs tasks as prescribed, directed, and supervised by a licensed speech-language pathologist. SLPAs may be

employed to supplement the provision of designated speech-language services but may not be hired in place of individuals who meet licensure standards as a speech-language pathologist.

- p. Traditional Participants: Any individual enrolled in the Grantee's program who enrolls full-time in a college or university directly after high school or an undergraduate program without significant work constraints. A Traditional Participant may or may not work part-time during programming with coursework typically provided in-person or through a hybrid approach.
- A.3. The Grantee shall provide a CSD degree program that results in either SLP or SLPA licensure for a minimum of 2 and a maximum of 5 Endorsement Candidates. The Grantee shall cover the Endorsement Candidates' tuition and fees with the funding through this Grant Contract, but travel, food, and accommodations are not included within the Grant Contract. The Grantee shall provide the Endorsement Candidates with a degree program that can be completed in four years or less.
- A.4. The Grantee shall be an approved EPP with an approved speech/language Endorsement program and maintain approval for the duration of the Grant Contract.
- A.5. Upon the Participant's acceptance into the Grantee's CSD program, the Grantee shall provide an EPP that offers programming according to the approved Tennessee State Board of Education and Department of Education rules and policies and certification standards through ASHA.
- a. The Grantee will select the maximum of 5 Endorsement Candidates (minimum of 2 Endorsement Candidates) from Participants who either are Traditional Participants, expressing an interest in providing services to students with speech and language impairments in Tennessee public schools and/or Non-traditional Participants, currently working in a role within a Tennessee public school (and who will need to remain working in their current role during the CSD EPP program) who wish to be an SLP or an SLPA in Tennessee public schools.
- The Grantee shall take Non-traditional Participants only if they currently have an existing pathway or programming and coursework that would allow the Non-traditional Participants to remain in their current role in their Tennessee schools throughout the entirety of the CSD EPP programming and complete the EPP programming resulting in licensure within the time frame of the Grant Contract.
- b. The Grantee shall deliver courses allowing Participants to obtain a Tennessee School Services Personnel License with at least one of the following Endorsements:
- Speech/Language Pathologist preK-12 (498)
  - Speech-Language Pathology Assistant (2003).
- c. The Grantee shall provide necessary coursework and preparation assistance within Grant Contract funding leading to a State School Services Personnel License with one of the Endorsement types listed in A.5.b (contingent upon the Endorsement Candidate's satisfactory completion of all program requirements).
- d. If an Endorsement Candidate for the Speech/Language Pathologist preK-12 Endorsement is not able to pass all required assessments for licensure and has passed all EPP coursework, the Grantee shall provide tutoring, reteaching, and/or other supports to the Endorsement Candidate at no additional cost until the Endorsement Candidate passes the Licensure Assessment(s) and secures an Endorsement. The intention is to support Endorsement

Candidates in being successful on assessments leading to Endorsement, which may require additional sittings; however, the State reserves the right to put a reasonable cap on the number of times an individual Endorsement Candidate may receive additional support.

- e. The Grantee shall include in enrollment paperwork a requirement that candidates sign an attestation stating “I agree to, upon completion of the program and receipt of a School Services Personnel License, commit to a minimum of two years serving students in Tennessee in the role of either a SLP or a SLPA, depending upon Endorsement type. Failure to do so may result in a requirement to repay the grant funds expended for my participation in the program.” The Grantee shall work with the State on wording and implementation of this attestation, as needed.
  - f. The Grantee can be an out-of-state EPP as long as the programming and the certification of the CSD EPP leads to Tennessee School Services Personnel License.
- A.6. The Grantee shall provide Endorsement Candidates with meaningful practicum or onsite experiences with a focus on placements within Small and Sparse Local Education Agencies with content or practicum coaching that includes the benefits and rights of students protected by the Individuals with Disabilities Education Act (IDEA) and provided within the continuum of supplementary aids, services, and placement options.
  - A.7. The Grantee shall actively participate in a minimum of one professional organization aligned to the Endorsement program focused on high-leveraged practices and applied research for working with students who have speech and language impairments. The practices identified by the professional organization shall be incorporated into the coursework.
  - A.8. The Grantee shall provide a written report annually, with the first report due June 30, 2025, and each subsequent report due annually on June 30 of each calendar year during the Grant Contract Term. Minimum report requirements include:
    - a. Comprehensive summary of program activities
      - i. The number of Endorsement Candidates in the program and their current standings (i.e., passing, at risk of passing, incomplete coursework, insufficient, anticipated completion date).
      - ii. Summary of practicum or learning experiences within Small or Sparse Local Education Agencies.
      - iii. Percentage of Endorsement Candidates who have passed the Licensure Assessment(s).
      - iv. Percentage of graduates who have received their Endorsement.
      - v. Percentage of graduates who have successfully obtained employment with a focus on Small and Sparse Local Education Agencies.
  - A.9. The Grantee shall comply with all university policies, including security policies for handling Endorsement Candidate and Participant information.
  - A.10. 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 **August 1, 2024** (“Effective Date”) and ending on **June 30, 2028** (“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 **Written Dollar Amount (\$Number)** ("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

- 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, Office of Academics, Division of Special Education and 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:

Jamie Seek, Speech/Language and Related Services Manager  
 Tennessee Department of Education  
 710 James Robertson Parkway, Nashville, Tennessee 37423  
 Jamie.Seek@tn.gov  
 Telephone # (629) 259-3443

The Grantee:

Grantee Contact Name & Title  
 Grantee Name  
 Address  
 Email Address  
 Telephone # Number

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

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

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete 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 five thousand dollars (\$5,000.00).

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

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

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that



any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grant Grantee by the State or acquired by the Grant Grantee on behalf of the State that is regarded as confidential

under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- 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. 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/excomp.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.3. 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.4. 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. 5. 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.

**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))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	H027A230052
Federal award date	July 1, 20223
Subaward Period of Performance Start and End Date	7/1/23-9/30/24
Subaward Budget Period Start and End Date	7/1/23-9/30/24
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A
Grant contract's begin date	August 1, 2024
Grant contract's end date	June 30, 2028
Amount of federal funds obligated by this grant contract	\$2,600,000.00
Total amount of federal funds obligated to the subrecipient	\$2,600,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$289,801,888.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	84.027A State Grant- B (611) [IDEA Part B]
Name of federal awarding agency	US DOE
Name and contact information for the federal awarding official	Gregory Corr (202) 245-7309 Gregg.corr@ed.gov
Name of pass-through entity	Tennessee Department of Education [Special Education and Student Support]
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Asst. Commissioner Recipient State Director TDOE
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)	9.1%

## ATTACHMENT B

<b>GRANT BUDGET</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
	<b>BEGIN: August 1 , 2024</b>	<b>END: June 30, 2028</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<sup>1</sup> 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>).

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

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

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>



## INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

<b>Begin Date</b> August 1, 2024	<b>End Date</b> June 30, 2028	<b>Agency Tracking #</b> 33101-23228GRF4	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b>		<b>Edison Supplier ID</b>			
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number</b> 84.027A			
<b>Service Caption (one line only)</b> Speech Language Pathology (SLP) Development Tuition Waiver					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Agreement Amount</b>
2025					
2026					
2027					
2028					
<b>TOTAL:</b>					
<b>Budget Officer Confirmation:</b> 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 - IG</i>	
Budget Officer Signature					
<b>Speed Chart (optional)</b> ED00002373		<b>Account Code (optional)</b>			



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

This Grant Agreement, by and between the State of Tennessee, **Department of Education** (the "Grantor State Agency"), and **[Insert Name of State Agency]** (the "Grantee"), is for the provision of **Speech Language Pathology (SLP) Development Tuition Waiver**, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Grant Contract:
- a. American Speech-Language-Hearing Association (ASHA): ASHA is the national professional, scientific, and credentialing association for its members and affiliates who are audiologists; speech-language pathologists; speech, language, and hearing scientists; audiology and speech-language pathology support personnel; and students.
  - b. Communication Sciences and Disorders (CSD): A field of study that involves the scientific investigation of the process of communication. CSD professions involve the diagnosis and treatment of communication disorders, including speech, language, hearing, and other communication abilities.
  - c. Educator Preparation Program (EPP): Tennessee currently has 42 approved Educator Preparation Programs. 8 of those programs have focused CSD programs that result in either an entry-level degree or an advanced degree in speech-language pathology. A list of currently approved EPPs can be found at this link: <https://www.tn.gov/education/educators/licensing/educator-preparation.html>.
  - d. Endorsement: A current State of Tennessee school service personnel license awarded through the department licensure process.
  - e. Endorsement Candidate: An individual seeking a Speech-Language Pathology or Speech-Language Pathology Assistant endorsement on a school services personnel license selected by the department for participation in the Grantee program. Candidates will meet the minimum admission requirements for the EPP and commit to serving students with suspected or confirmed speech or language impairments within the endorsement's scope of practice for a minimum of two years within a public local education agency with a focus on small and sparse school districts.
  - f. Licensure Assessment: Any standardized assessment required for licensure within the state of Tennessee, usually Praxis assessments.
  - g. Non-traditional Participants: Any individual enrolled in the Grantee's program who enrolls part-time or full-time in a college or university while still working in a current job or career and who wishes to remain working while completing the Grantee's program. The programming for a Non-traditional Participant can range from in-person to online coursework or hybrid options.

- h. Participants: Anyone who is enrolled in the Grantee's program for coursework and licensure recommendation in one or more approved school services personnel Endorsement areas
- i. School Services Personnel License: This license type is granted to educators who provide services to students other than instruction and require specialized training that is significantly different from the training for classroom teachers. Individuals who work under this license type include the following: speech-language pathologists, speech-language pathology assistants, audiologists, school psychologists, school counselors, school social workers, and educational interpreters.
- j. Small Local Education Agency: This indicates a Tennessee school district that has a Membership of one thousand (1,000) or fewer students (T.C.A. § 49-3-104(18)).
- k. Sparse Local Education Agency: This indicates a Tennessee county school district located in a county with fewer than twenty-five (25) Students per square mile (T.C.A. § 49-3-104(19)).
- l. Specialized Instructional Support Personnel (SISP): As defined in the Every Student Succeeds Act (2015), the term 'specialized instructional support personnel' (SISP) means: "school counselors, school social workers, and school psychologists; and other qualified professional personnel, such as school nurses, speech-language pathologists, and school librarians, involved in providing assessment, diagnosis, counseling, educational, therapeutic, and other necessary services (including related services as that term is defined in section 602 of the Individuals with Disabilities Education Act (20 U.S.C. 1401)) as part of a comprehensive program to meet student needs." They are categorized by the National Education Association (NEA) and other organizations as "non-classroom educators."
- m. Speech or Language Impairment: A communication disorder, such as stuttering, impaired articulation, a language impairment, or voice impairment that adversely affects a child's educational performance. Tennessee State Board of Education Rule 0520-01-09-.03(14)(b)(c) further defines speech or language impairment found at the following link: <https://publications.tnsosfiles.com/rules/0520/0520-01/0520-01-09.20230406.pdf>.
- n. Speech-Language Pathologist (SLP): A speech-language pathologist is an individual who holds an advanced degree in speech-language pathology or communication sciences and disorders and has met the professional fieldwork requirements, passed the professional examination, and met requirements for state licensure as outlined by the applicable licensing agency (i.e., Education or Health-Related Board).
- o. Speech-Language Pathology Assistant (SLPA): A speech-language pathology assistant is an individual who, following academic and on-the-job training, performs tasks as prescribed, directed, and supervised by a licensed speech-language pathologist. SLPAs may be employed to supplement the provision of designated speech-language services but may not be hired in place of individuals who meet licensure standards as a speech-language pathologist.
- p. Traditional Participants: Any individual enrolled in the Grantee's program who enrolls full-time in a college or university directly after high school or an undergraduate program without significant work constraints. A Traditional Participant may or may not work part-time during programming with coursework typically provided in-person or through a hybrid approach.

A.3. The Grantee shall provide a CSD degree program that results in either SLP or SLPA licensure for a minimum of 2 and a maximum of 5 Endorsement Candidates. The Grantee shall cover the Endorsement Candidates' tuition and fees with the funding through this Grant Contract, but travel,

food, and accommodations are not included within the Grant Contract. The Grantee shall provide the Endorsement Candidates a degree program that can be completed in four years or less.

- A.4. The Grantee shall be an approved EPP with an approved speech/language endorsement program and maintain approval for the duration of the Grant Contract.
- A.5. Upon the Participant's acceptance into the Grantee's CSD program, the Grantee shall provide an EPP that offers programming according to the approved Tennessee State Board of Education and Department of Education rules and policies and certification standards through the American Speech-Language-Hearing Association.
- a. The Grantee will select the 5 Endorsement Candidates (minimum of 2 Endorsement Candidates) from Participants who either are Traditional Participants, expressing an interest in providing services to students with speech and language impairments in Tennessee public schools and/or Non-traditional Participants, currently working in a role within a Tennessee public school (and who will need to remain working in their current role during the CSD EPP program) who wish to be an SLP or an SLPA in Tennessee public schools.
    - The Grantee shall take Non-traditional Participants only if they currently have an existing pathway or programming and coursework that would allow the Non-traditional Participants to remain in their current role in their Tennessee schools throughout the entirety of the CSD EPP programming and complete the EPP programming resulting in licensure within the time frame of the Grant Contract.
  - b. The Grantee shall deliver courses allowing Participants to obtain a Tennessee School Services Personnel License with at least one of the following Endorsements:
    - Speech/Language Pathologist preK-12 (498)
    - Speech-Language Pathology Assistant (2003).
  - c. The Grantee shall provide necessary coursework and preparation assistance within Grant Contract funding leading to a State School Services Personnel License with one of the endorsement types listed in A.5.b (contingent upon the Endorsement Candidate's satisfactory completion of all program requirements).
  - d. If an Endorsement Candidate for the Speech/Language Pathologist preK-12 endorsement is not able to pass all required assessments for licensure and has passed all EPP coursework, the Grantee shall provide tutoring, reteaching, and/or other supports to the Endorsement Candidate at no additional cost until the Endorsement Candidate passes the Licensure Assessment(s) and secures an Endorsement. The intention is to support Endorsement Candidates in being successful on assessments leading to endorsement, which may require additional sittings; however, the State reserves the right to put a reasonable cap on the number of times an individual Endorsement Candidate may receive additional support.
  - e. The Grantee shall include in enrollment paperwork a requirement that candidates sign an attestation stating "I agree to, upon completion of the program and receipt of a School Services Personnel License, commit to a minimum of two years serving students in Tennessee in the role of either a SLP or a SLPA, depending upon endorsement type. Failure to do so may result in a requirement to repay the grant funds expended for my participation in the program." The Grantee shall work with the State on wording and implementation of this attestation, as needed.
  - f. The Grantee can be an out-of-state EPP as long as the programming and the certification of the CSD EPP leads to Tennessee School Services Personnel License.

- A.6. The Grantee shall provide Endorsement Candidates with meaningful practicum or onsite experiences with a focus on placements within Small and Sparse Local Educational Agencies with content or practicum coaching that includes the benefits and rights of students protected by the Individuals with Disabilities Education Act (IDEA) and provided within the continuum of supplementary aids, services, and placement options.
- A.7. The Grantee shall actively participate in a minimum of one professional organization aligned to the Endorsement program focused on high-leveraged practices and applied research for working with students who have speech and language impairments. The practices identified by the professional organization shall be incorporated into the coursework.
- A.8. The Grantee shall provide a written report annually, with the first report due June 30, 2025, and each subsequent report due annually on June 30 of each calendar year during the Grant Contract Term. Minimum report requirements include:
- a. Comprehensive summary of program activities
    - i. The number of Endorsement Candidates in the program and their current standings (i.e., passing, at risk of passing, incomplete coursework, insufficient, anticipated completion date).
    - ii. Summary of practicum or learning experiences within Small or Sparse Local Education Agencies.
    - iii. Percentage of Endorsement Candidates who have passed the Licensure Assessment(s).
    - iv. Percentage of graduates who have received their Endorsement.
    - v. Percentage of graduates who have successfully obtained employment with a focus on Small and Sparse Local Education Agencies.
- A.9. The Grantee shall comply with all university policies, including security policies for handling Endorsement Candidate and Participant information.
- A.10. 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 AGREEMENT:**

This Grant Agreement shall be effective for the period beginning on **August 1, 2024** (“Effective Date”) and ending on **June 30, 2028** (“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 Grantor State Agency under this Grant Agreement exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment B, is the maximum amount due the Grantee under this Grant Agreement. 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 Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- 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 Agreement, 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 reimbursement.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Agreement 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 amounts such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section C, payment terms and conditions of this Grant Agreement, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.
  - c. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency 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 cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the 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 Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement 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.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).

- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.
- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement 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 Grantor State Agency:

Jamie Seek, Speech/Language and Related Services Manager  
Tennessee Department of Education  
710 James Robertson Parkway, Nashville, Tennessee 37423  
Jamie.Seek@tn.gov  
Telephone # (629) 259-3443

The Grantee:

Grantee Contact Name & Title  
Grantee Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

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

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

- D.5. Subject to Funds Availability. This Grant Agreement 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 Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.

- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

**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 Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

- E.3. 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.

IN WITNESS WHEREOF,

**GRANTEE STATE AGENCY:**

---

GRANTEE SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY 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))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	H027A230052
Federal award date	July 1, 20223
Subaward Period of Performance Start and End Date	7/1/23-9/30/24
Subaward Budget Period Start and End Date	7/1/23-9/30/24
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.027A
Grant contract's begin date	August 1, 2024
Grant contract's end date	June 30, 2028
Amount of federal funds obligated by this grant contract	\$2,600,000.00
Total amount of federal funds obligated to the subrecipient	\$2,600,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$289,801,888.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	84.027A State Grant- B (611) [IDEA Part B]
Name of federal awarding agency	US DOE
Name and contact information for the federal awarding official	Gregory Corr (202) 245-7309 Gregg.corr@ed.gov
Name of pass-through entity	Tennessee Department of Education [Special Education and Student Support]
Name and contact information for the pass-through entity awarding official	Jennifer Jordan, Asst. Commissioner Recipient State Director TDOE
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)	9.1%

<b>GRANT BUDGET</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
	<b>BEGIN: August 1, 2024</b>	<b>END: June 30, 2028</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT AGREEMENT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	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 <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<sup>1</sup> 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>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>INTEREST</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>

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

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
<b>TOTAL</b>	<b>Amount</b>