




DELEGATED GRANT AUTHORITY

Agency Tracking # 33192-02419	Edison ID 63415	Begin Date September 1, 2019	End Date August 31, 2020		
Edison ID of prior, similar DGA (if any) NA		Last possible Start Date of authorized grant contracts September 1, 2019			
Service Caption Deaf Mentor Pilot Project					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
2020	\$56,700.00	\$0.00	\$0.00	\$0.00	\$56,700.00
2021	\$10,800.00	\$0.00	\$0.00	\$0.00	\$10,800.00
TOTAL :	\$67,500.00	\$0.00	\$0.00	\$0.00	\$67,500.00
Each grant contract will establish the following type of relationship:				<input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> CONTRACTOR	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – DGA</i>	
 Digitally signed by Drew Harpool DN: cn=Drew Harpool, o=Tennessee Department of Education, ou=Finance, email=drew.harpool@tn.gov, c=US Date: 2019.07.24 14:36:08 -05'00'					
Speed Chart (optional) ED1552		Account Code (optional) 71306000			

S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number		33192-02419						
Edison ID		63415						
Fiscal Year	Department	Speedchart	Program	Account	Fund	Project	CFDA #	Amount
2020	33192	ED1552	693400	71306000	25000	NA	NA	\$56,700.00
2021	33192	ED1552	693400	71306000	25000	NA	NA	\$10,800.00
TOTAL -								\$67,500.00

DELEGATED GRANT AUTHORITY

This Delegated Grant Authority application (“DGA”), if approved in accordance with Central Procurement Office rules, policies, and procedures, shall authorize the applicant state agency (“Grantor State Agency”) to execute grant contracts for a particular program or programs without individual, independent approval, PROVIDED THAT all grant contracts are within the limits, guidelines, and conditions of this DGA. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).

Grantor State Agency:	Tennessee Department of Education/ Tennessee Schools for the Deaf	
Service Caption:	Deaf Mentor Pilot Project	
A. What will be the maximum number of individual grant contracts?		10
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA’s end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DGA templates is obtained.		12 months
C. What is the justification to extend the DGA in excess of twelve (12) months? Please only complete if the Delegation is exclusively federally funded and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification. <input type="checkbox"/> Please check this box if there are no restrictions in the federal notice of award on the use of funds beyond the first year of the grant. Brief justification and an explanation of any restrictions HERE:		NA
D. What will be the maximum amount of an individual grant contract? This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.		\$16,000.00
E. What is the maximum liability of the Delegated Grant Authority?		\$67,500.00
F. GRANTOR STATE AGENCY DECLARATION:		
<ol style="list-style-type: none"> 1. Each of the following is true and applicable: <ol style="list-style-type: none"> a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical. 2. The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create. 3. The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1. 4. The Grantor State Agency will draft each grant contract with the exact “scope of services” detailed in Attachment 2, and in compliance with the form and content required by the appropriate grant contract templates and models in effect at the 		

Grantor State Agency:	Tennessee Department of Education/ Tennessee Schools for the Deaf
Service Caption:	Deaf Mentor Pilot Project
<p>time that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy.</p> <p>5. The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority:</p> <ol style="list-style-type: none"> a) Has sufficient funds budgeted and available; b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements; c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17; d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State. <p>6. The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority.</p> <p>7. The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials.</p> <p>8. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).</p> <p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.</p> <p>Dr. Penny Schwinn_jc Digitally signed by Dr. Penny Schwinn_jc DN: cn=Dr. Penny Schwinn_jc, o, ou, email=joanna.collins@tn.gov, c=US Date: 2019.07.25 09:02:16 -05'00'</p>	
Penny Schwinn, Commissioner	Date

ATTACHMENT 1

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process described below. The Grantor State Agency shall retain records to show the clearly competitive or impartial basis of each grant contract executed, including documentation that each grant contract under this Delegated Grant Authority was executed in accordance with the grantee selection and grant contract amount determination procedures below.

The Tennessee Schools for the Deaf (“TSD”) shall select up to ten (10) individuals to serve as Deaf Mentors using the following application process. A selection committee of a minimum of three TSD staff will use the evaluation rubric in Attachment 3. The applicants with the highest scores will be selected.

The TSD will solicit applications via the TSD website, Tennessee Association of the Deaf, Tennessee Council for the Deaf, Deaf-Blind, Hard of Hearing and Vocational Rehabilitation.

Online Solicitation (may also be emailed)

The Tennessee Schools for the Deaf (“TSD”) is seeking individuals to serve as Deaf Mentors for the 2019-20 school year. A Deaf Mentor is an adult who will:

- Help increase the family’s ability to successfully communicate with their deaf child through the use of sign language.
- Provide the family with opportunities to identify their child's subtle communication attempts and evaluate their child's strengths in communicating.
- Increase family’s appreciation for and understanding of American Sign Language (ASL), Deaf Culture, and the Deaf Community.
- Support the child's development of language, communication, and self-identity through use of ASL.

Deaf Mentor Responsibilities

- a. Participate in a two-hour online SKI*HI Deaf Mentor orientation a three-day training on the program curriculum prior to meeting with families and periodically throughout the year as requested by the TSD.
- b. Meet with assigned families once a week. Each visit shall be one hour in length.
- c. Follow the SKI*HI Deaf Mentor curriculum as directed by the TSD Deaf Mentor Program Coordinator.
- d. Complete a calendar of visits, lesson plans, and child progress monitoring and submit to the TSD Deaf Mentor Program once a month.
- e. Create quarterly reports that include demographic data; cumulative number of completed home visits to date; cumulative number of canceled or not at-home visits; list of all Deaf Mentor curriculum topics discussed; observed child skills: early visual communication, ASL vocabulary, ASL expressive/receptive; observed family’s mastery of: early visual communication mastery, ASL vocabulary, ASL expressive / receptive; LDS quarterly score; VCSL quarterly score. These reports must be:
- f. Attend student early intervention team meetings as requested by the TSD.
- g. Have families complete a pre-survey and post-survey on Deaf Awareness and ASL as a means to demonstrate measurable gain in knowledge about Deafness.
 - The pre- and post-survey shall be created by the TSD and provided to the Deaf Mentor.
- h. Write a final report (using a template provided by the TSD) of the overall program impact on each family.

- i. Work with the SKI*HI Parent Advisor to document the following information and submit to the Deaf Mentor Coordinator quarterly in the form of an electronic report.
 - Pre and post scores for VCSL, LDS, family knowledge survey, family satisfaction survey.
 - Home visit sign-in log including the name of the family, address, date of visit, visit start and end time, and parent signature.
 - Weekly lesson plan including the lesson plan which reflects the topics from the curriculum, activities to be completed, resources and materials to be used, a summary of family comments, and a space to circle the description of the child's engagement (e.g., participated, sick, asleep, did not participate).
 - LDS: Each month the SKI*HI Parent Advisor and family will review and document the progress together.
 - VCSL: Each month the Grantee and the family will review, update the vocabulary list, and document any progress made.
 - Assistive listening device use: Each visit the SKI*HI Parent Advisor and family will review and update how much time the child's assistive listening device has been worn and his / her auditory skills progress.
- j. Report any issues that arise in relation to the Deaf Mentor Pilot Project to the TSD Superintendent within 24 hours of becoming aware of the issue, or immediately if the issue is related to health and safety.

Deaf Mentor Requirements

1. Applicants will submit a resume, cover letter, and additional documents as noted below, needed to confirm they meet the following minimum qualifications:
 - High school or equivalency (copy of diploma or equivalent)
 - State-issued driver's license (copy of license)
 - Experience with bilingual education (include in resume or cover letter)
 - Access to internet, working knowledge of computers, basic skills with technology (include in resume or cover letter)
 - Proven skills in written communication, reporting, scheduling, planning, and work ethics (include in resume or cover letter)
 - Effective communication skills / positive customer-focus manner with families, professionals, deaf community members, and community at large(include in resume or cover letter)
 - Native signer or native-like American Sign Language ("ASL") (Official document showing ASLAI score)
 - Ability to engage effectively with children who are deaf, hard of hearing, and deaf-blind (include in resume or cover letter)
 - Demonstrated engagement with adults who are deaf, hard of hearing or deaf-blind in the community (include in resume or cover letter)
 - Evidence of in-depth knowledge of Deaf Culture (include in resume or cover letter)
 - Ability to work with diversity and multi-disciplinary teams (include in resume or cover letter)
 - Excellent time-management and organizational skills (include in resume or cover letter)
2. All applicants who meet the minimum qualifications shall be invited to participate in a two-hour online orientation and a three-day training on the program curriculum. During the three-day training participants will:
 - Participate in role-play activities
 - Demonstrate ASL skills
 - Explain linchpins of Deaf Culture
 - Demonstrate communication skills, and
 - Engage in writing lesson plans and demonstrate effective delivery of the lesson to the parents and the child.

3. All applicants who meet the minimum qualifications and participate in the orientation and three-day training will be invited to an in-person interview with TSD representatives, a family of a young deaf child, and a member of the deaf community at large. In this interview, the applicant will:
 - Demonstrate ASL skills by telling stories, performing the 15 principles of the Shared Reading Project, and answer questions about Deaf Culture. The interview will be recorded.
 - Prepare, write, and deliver a lesson from the Deaf Mentor Curriculum to a family with a young deaf child. The family will rate the applicant. The applicant can give permission to be recorded and viewed by the interview committee as part of the selection process.

Deaf Mentor Compensation

Deaf Mentors will be compensated \$45.00 per hour and travel costs will not be reimbursed. The total compensation will be based on the number of hours of service, with need depending on the number of families assigned to that Deaf Mentor. The number of families assigned is dependent on how many Deaf Mentors are selected, total number of families participating in the program, and location of families and Deaf Mentors.

EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT

Insert the exact scope of services (“Scope”) that will be used in executed grant contracts. If the Grantor State Agency wishes to use more than one Scope, insert all Scopes and clearly identify each Scope and when it will be used.

The Scope describes the services and deliverables that the Grantee must provide. It must specify all associated functional and technical requirements. The Grantor State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The Grantor State Agency head or designee signifies by signing this DGA that all information in this DGA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.

- A.1. The Grantee shall provide all services and deliverables (“Scope”) as required, described, and detailed in this Grant Contract.
- A.2. Definitions:
- a. 0-5 Parent Outreach Coordinator: Tennessee Schools for the Deaf employee responsible for effectively implementing the SKI*HI Curriculum and overseeing SKI*HI Parent Advisors.
 - b. Deaf Mentor Pilot (“Pilot”): One-year program to assist families and agencies in implementing bilingual and bicultural (a learning approach that uses both American Sign Language and English and involves respecting and participating in Deaf and Hearing cultures) home-based programming for young deaf, hard of hearing, or deaf-blind children.
 - c. Deaf Mentor: An individual trained and certified in providing family-centered, early child language acquisition, home-based, and curriculum-led early education in the home.
 - d. Deaf Mentor Program Coordinator: Tennessee Schools for the Deaf employee responsible for managing the Pilot and overseeing the Deaf Mentors.
 - e. Language Development Scale (“LDS”): A parent observation scale listing the receptive and expressive language skills of children ages birth to five. It is specifically designed for children who are deaf or hard of hearing.
 - f. SKI*HI Parent Advisor: Tennessee Schools for the Deaf employee who is trained and certified in SKI*HI and provides families with information and lessons during home visits on topics families request: audiology testing, assistive listening devices, development of language, speech, social, and cognitive skills, assistive technology use, communication methodology opportunities, family-to-family connections, emotional support, and resources and information.
 - g. Tennessee Schools for the Deaf (“TSD”): State-operated residential and day school for deaf and hard-of-hearing students ranging from pre-kindergarten to grade 12 and also includes a post-secondary transition program.
 - h. Visual Communication and Sign Language Checklist (“VCSL”): Assessment tool that documents language growth and identifies gaps or delays in typical language development in children between birth and five years of age. It assists teachers and early childhood education service providers in planning language development activities for individual children.
- A.3. The Grantee shall serve as a Deaf Mentor in the Pilot. The Deaf Mentor shall:
- a. Participate in a two-hour online SKI*HI Deaf Mentor orientation a three-day training on the program curriculum prior to meeting with families and periodically throughout the year as requested by the TSD.
 - b. Meet with assigned families once a week during the term of this Grant Contract. Each visit shall be one hour in length.
 - (1) Number of assigned families will be determined by the State and dependent on need.
 - (2) Each visit shall be in the family’s home. The Grantee shall never be alone with a child without a parent or guardian present.
 - (3) One visit per month will be in conjunction with the SKI*HI Parent Advisor.
 - c. Follow the SKI*HI Deaf Mentor curriculum as directed by the TSD Deaf Mentor Program Coordinator.
 - d. Complete a calendar of visits, lesson plans, and child progress monitoring.

- (1) This information shall be securely submitted to the TSD Deaf Mentor Program Coordinator via email by the last day of each month.
 - e. Create quarterly reports that include demographic data; cumulative number of completed home visits to date; cumulative number of canceled or not at-home visits; list of all Deaf Mentor curriculum topics discussed; observed child skills: early visual communication, ASL vocabulary, ASL expressive/receptive; observed family's mastery of: early visual communication mastery, ASL vocabulary, ASL expressive / receptive; LDS quarterly score; VCSL quarterly score. These reports must be:
 - (1) Reviewed with each assigned family,
 - (2) Reviewed in collaboration with the SKI*HI Parent Advisor,
 - (3) Shared with the family's early intervention team, and
 - (4) Submitted to the 0-5 Parent Outreach Coordinator.
 - f. Attend student early intervention team meetings as requested by the TSD.
 - g. Have families complete a pre-survey and post-survey on Deaf Awareness and ASL as a means to demonstrate measurable gain in knowledge about Deafness.
 - (1) The pre- and post-survey shall be created by the TSD and provided to the Deaf Mentor.
 - h. Write a final report (using a template provided by the TSD) of the overall program impact on each family.
 - (1) The report is due within five (5) business days of the family exiting the Pilot.
- A.4. The Grantee and the SKI*HI Parent Advisor shall work together to document the following information and submit to the Deaf Mentor Coordinator quarterly in the form of an electronic report.
- a. Pre and post scores for VCSL, LDS, family knowledge survey, family satisfaction survey.
 - b. Home visit sign-in log including the name of the family, address, date of visit, visit start and end time, and parent signature.
 - c. Weekly lesson plan including the lesson plan which reflects the topics from the curriculum, activities to be completed, resources and materials to be used, a summary of family comments, and a space to circle the description of the child's engagement (e.g., participated, sick, asleep, did not participate).
 - d. LDS: Each month the SKI*HI Parent Advisor and family will review and document the progress together.
 - e. VCSL: Each month the Grantee and the family will review, update the vocabulary list, and document any progress made.
 - f. Assistive listening device use: Each visit the SKI*HI Parent Advisor and family will review and update how much time the child's assistive listening device has been worn and his / her auditory skills progress.
- A.5. Each month, the Deaf Mentor Program Coordinator and 0-5 Parent Outreach Coordinator will check with families to ensure meetings are being conducted as expected.
- A.6. The Grantee shall report any issues that arise in relation to the Deaf Mentor Pilot Project to the TSD Superintendent within 24 hours of becoming aware of the issue, or immediately if the issue is related to health and safety.
- A.7. The Grantee shall complete a satisfactory background check prior to providing services. This includes an FBI and TBI check, in accordance with T.C.A. § 49-5- 413(d) (1) (A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in T.C.A. § 49-5-413(d)(3). Clearance letters from the TBI will be required prior to the first date of service.

EVALUATION RUBRIC

Requirement	Maximum Points	Assigned Points
<p>1. Resume, cover letter, and any additional documents needed to confirm they meet the following minimum qualifications:</p> <ul style="list-style-type: none"> • High school or equivalency (copy of diploma or equivalent) • State-issued driver's license (copy of license) • Experience with bilingual education (include in resume or cover letter) • Access to internet, working knowledge of computers, basic skills with technology (include in resume or cover letter) • Proven skills in written communication, reporting, scheduling, planning, and work ethics (include in resume or cover letter) • Effective communication skills / positive customer-focus manner with families, professionals, deaf community members, and community at large(include in resume or cover letter) • Native signer or native-like American Sign Language ("ASL") (Official document showing ASLAI score) • Ability to engage effectively with children who are deaf, hard of hearing, and deaf-blind (include in resume or cover letter) • Demonstrated engagement with adults who are deaf, hard of hearing or deaf-blind in the community (include in resume or cover letter) • Evidence of in-depth knowledge of Deaf Culture (include in resume or cover letter) • Ability to work with diversity and multi-disciplinary teams (include in resume or cover letter) • Excellent time-management and organizational skills (include in resume or cover letter) 	10	
<p>2. Participation in a two-hour online orientation and a three-day training on the program curriculum. During the three-day training participants will:</p> <ul style="list-style-type: none"> • Participate in role-play activities • Demonstrate ASL skills • Explain linchpins of Deaf Culture • Demonstrate communication skills, and • Engage in writing lesson plans. 	30	
<p>3. In-person interview.</p> <ul style="list-style-type: none"> • In this interview, the applicant will demonstrate ASL skills by telling stories, performing the 15 principles of the Shared Reading Project, and answer questions about Deaf Culture. 	30	

Requirement	Maximum Points	Assigned Points
4. Prepare, write, and deliver a lesson from the Deaf Mentor Curriculum to a family with a young deaf child. The family will rate the applicant. The applicant can give permission to be recorded and viewed by the interview committee as part of the selection process.	30	
Score (maximum possible = 100)		
Evaluator Identification:		



GRANT CONTRACT

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

Begin Date September 1, 2019	End Date August 31, 2020	Agency Tracking # 33192-02419	Edison ID 63415		
Grantee Legal Entity Name			Edison Vendor ID		
Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor		CFDA #			
		Grantee's fiscal year end			
Service Caption (one line only) Deaf Mentor					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$0.00	\$0.00	\$0.00	
2021		\$0.00	\$0.00	\$0.00	
TOTAL:		\$0.00	\$0.00	\$0.00	
Ownership/Control					
<input type="checkbox"/> Minority Business Enterprise (MBE):					
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Businesses (DSBE)					
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Selection was made through a competitive application process.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GR</i>	
Speed Chart (optional) ED1552		Account Code (optional) 71306000			

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

This Grant Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Grantee," is for the provision of serving as a Deaf Mentor, as further defined in the "SCOPE OF SERVICES."

The Grantee is an Individual.

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:
- i. 0-5 Parent Outreach Coordinator: Tennessee Schools for the Deaf employee responsible for effectively implementing the SKI*HI Curriculum and overseeing SKI*HI Parent Advisors.
 - j. Deaf Mentor Pilot ("Pilot"): One-year program to assist families and agencies in implementing bilingual and bicultural (a learning approach that uses both American Sign Language and English and involves respecting and participating in Deaf and Hearing cultures) home-based programming for young deaf, hard of hearing, or deaf-blind children.
 - k. Deaf Mentor: An individual trained and certified in providing family-centered, early child language acquisition, home-based, and curriculum-led early education in the home.
 - l. Deaf Mentor Program Coordinator: Tennessee Schools for the Deaf employee responsible for managing the Pilot and overseeing the Deaf Mentors.
 - m. Language Development Scale ("LDS"): A parent observation scale listing the receptive and expressive language skills of children ages birth to five. It is specifically designed for children who are deaf or hard of hearing.
 - n. SKI*HI Parent Advisor: Tennessee Schools for the Deaf employee who is trained and certified in SKI*HI and provides families with information and lessons during home visits on topics families request: audiology testing, assistive listening devices, development of language, speech, social, and cognitive skills, assistive technology use, communication methodology opportunities, family-to-family connections, emotional support, and resources and information.
 - o. Tennessee Schools for the Deaf ("TSD"): State-operated residential and day school for deaf and hard-of-hearing students ranging from pre-kindergarten to grade 12 and also includes a post-secondary transition program.
 - p. Visual Communication and Sign Language Checklist ("VCSL"): Assessment tool that documents language growth and identifies gaps or delays in typical language development in children between birth and five years of age. It assists teachers and early childhood education service providers in planning language development activities for individual children.
- A.3. The Grantee shall serve as a Deaf Mentor in the Pilot. The Deaf Mentor shall:
- i. Participate in a two-hour online SKI*HI Deaf Mentor orientation a three-day training on the program curriculum prior to meeting with families and periodically throughout the year as requested by the TSD.
 - j. Meet with assigned families once a week during the term of this Grant Contract. Each visit shall be one hour in length.
 - (1) Number of assigned families will be determined by the State and dependent on need.
 - (2) Each visit shall be in the family's home. The Grantee shall never be alone with a child without a parent or guardian present.
 - (3) One visit per month will be in conjunction with the SKI*HI Parent Advisor.
 - k. Follow the SKI*HI Deaf Mentor curriculum as directed by the TSD Deaf Mentor Program Coordinator.

- l. Complete a calendar of visits, lesson plans, and child progress monitoring.
 - (1) This information shall be securely submitted to the TSD Deaf Mentor Program Coordinator via email by the last day of each month.
 - m. Create quarterly reports that include demographic data; cumulative number of completed home visits to date; cumulative number of canceled or not at-home visits; list of all Deaf Mentor curriculum topics discussed; observed child skills: early visual communication, ASL vocabulary, ASL expressive/receptive; observed family's mastery of: early visual communication mastery, ASL vocabulary, ASL expressive / receptive; LDS quarterly score; VCSSL quarterly score. These reports must be:
 - (1) Reviewed with each assigned family,
 - (2) Reviewed in collaboration with the SKI*HI Parent Advisor,
 - (3) Shared with the family's early intervention team, and
 - (4) Submitted to the 0-5 Parent Outreach Coordinator.
 - n. Attend student early intervention team meetings as requested by the TSD.
 - o. Have families complete a pre-survey and post-survey on Deaf Awareness and ASL as a means to demonstrate measurable gain in knowledge about Deafness.
 - (1) The pre- and post-survey shall be created by the TSD and provided to the Deaf Mentor.
 - p. Write a final report (using a template provided by the TSD) of the overall program impact on each family.
 - (1) The report is due within five (5) business days of the family exiting the Pilot.
- A.4. The Grantee and the SKI*HI Parent Advisor shall work together to document the following information and submit to the Deaf Mentor Coordinator quarterly in the form of an electronic report.
- g. Pre and post scores for VCSSL, LDS, family knowledge survey, family satisfaction survey.
 - h. Home visit sign-in log including the name of the family, address, date of visit, visit start and end time, and parent signature.
 - i. Weekly lesson plan including the lesson plan which reflects the topics from the curriculum, activities to be completed, resources and materials to be used, a summary of family comments, and a space to circle the description of the child's engagement (e.g., participated, sick, asleep, did not participate).
 - j. LDS: Each month the SKI*HI Parent Advisor and family will review and document the progress together.
 - k. VCSSL: Each month the Grantee and the family will review, update the vocabulary list, and document any progress made.
 - l. Assistive listening device use: Each visit the SKI*HI Parent Advisor and family will review and update how much time the child's assistive listening device has been worn and his / her auditory skills progress.
- A.5. Each month, the Deaf Mentor Program Coordinator and 0-5 Parent Outreach Coordinator will check with families to ensure meetings are being conducted as expected.
- A.6. The Grantee shall report any issues that arise in relation to the Deaf Mentor Pilot Project to the TSD Superintendent within 24 hours of becoming aware of the issue, or immediately if the issue is related to health and safety.
- A.7. The Grantee shall complete a satisfactory background check prior to providing services. This includes an FBI and TBI check, in accordance with T.C.A. § 49-5- 413(d) (1) (A). A satisfactory background check for the purposes of this Grant Contract means the check has no indications for offenses as outlined in T.C.A. § 49-5-413(d)(3). Clearance letters from the TBI will be required prior to the first date of service.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on September 1, 2019 ("Effective Date") and ending on August 31, 2020e, ("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 A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Betty Ann Brookshire, Director of Support Services

ba.brookshire@tsdeaf.org

Voice: (865) 579-2408

VP: (865) 622-6558

- 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 & Tennessee School for the Deaf.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall

not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.

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

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

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

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

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

J. Jack Johnson, M.Ed., Director of Comprehensive Education Resource Center

Tennessee Schools for the Deaf
 2725 Island Home Blvd
 Knoxville, TN 37920
jj.johnson@tsdeaf.org
 Office VP: (865) 978-6021
 Mobile VP: (865) 312-7585
 Text: (865) 776-6074

The Grantee:

Grantee Contact Name & Title

Grantee Name

Address

Email Address

Telephone # Number

FAX # Number

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

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

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

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a Grant Contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

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

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

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 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.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

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

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

- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Insurance. Grantee shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. If Grantee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Grantee shall immediately notify the State.

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

requirements of the Contract are sufficient to cover the obligations of the Grantee under this Contract. The Grantee shall obtain and maintain, at a minimum, the following insurance coverage(s) and policy limits.

a. Automobile Liability Insurance

1) In the event that the Grantee (1) owns, leases, or otherwise operates an automotive vehicle and (2) intends to use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Grantee's duties under the Terms of this Contract, then the Grantee shall provide to the State proof of the Grantee's automobile liability insurance policy. Such automobile liability insurance policy shall maintain limits not less than the minimum liability limits established by the relevant authority under which said vehicle is licensed. Such verification is required whether or not the State intends to reimburse the Grantee for mileage.

2) If the Grantee DOES NOT (1) own, lease, or otherwise operate an automotive vehicle or (2) WILL NOT operate or otherwise employ a personal vehicle in furtherance of their contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Grantee's duties under the Terms of this Contract, then the Grantee shall provide to the State a letter signed by the Grantee certifying as to the above. In the event that such situation changes over the course of the Term of this Contract as described in provision 1) above, the Grantee shall inform the State and provide proof of automobile liability insurance before such time as the Grantee shall use such vehicle in furtherance of their Contractual duties or for regular or periodic transportation onto State property for the purposes of performing the Grantee's duties under the Terms of this Contract.

- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

PENNY SCHWINN, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
Deaf Mentor				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: September 1, 2019 END: August 31, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	0.00	0.00	0.00

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

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

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

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Deaf Mentor Services @ \$45.00 per hour	Amount
TOTAL	Amount

ATTACHMENT B

Notice of Audit Report

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

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

Grantee's Edison Vendor ID Number:

Grantee's fiscal year end:

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

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

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number:

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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