



VETERAN
Reconnect

Amended 2024

Veteran Reconnect Conference:

Ten Years of Veterans Education Transition Support (VETS)

TENNESSEE HIGHER EDUCATION COMMISSION

REQUEST FOR PROPOSALS

and

GUIDELINES FOR SUBMISSION

FINAL PROPOSALS DUE

June 3, 2024

Table of Contents

Request for Proposals

I. General Information	3
A. Purpose Statement	3
B. Veteran Reconnect Conference	3
C. THEC Assistance	4
D. Grant Award Amounts and Eligibility	4
E. Conference Requirements and Recommendations	5
II. Grant Criteria.....	5
III. Application Requirements	6
A. Proposal Components	6
B. Proposal Submission	6
C. Timeline	6
IV. Proposal Format and Scoring.....	7
Section 1: Conference Details (70 percent of overall score)	7
Section 2: Budget and Budget Narrative (30 percent of overall score).....	8
V. Legal Information.....	8
A. Proposal Review and Award Process.....	8
B. Title VI Compliance.....	9
C. Funding	9
Appendix A: Cover Sheet.....	10
Appendix B: Budget	11
Appendix C: Scoring Rubric.....	15

I. General Information

A. Purpose Statement

Ten years ago, The Tennessee General Assembly enacted the Veterans Education Transition Support (“VETS”) Act. This Act provided veterans with comprehensive statewide support to aid them in transitioning from military service to enrollment at public and private nonprofit higher education institutions. This support was meant to encourage enrollment of veterans and address issues that may deter veterans' participation in higher education, such as affordability, lack of awareness of military and veterans' culture by faculty and staff, the need for orientation and mentoring programs designed specifically for veterans, and facilitation of credential completion by veterans as quickly as possible. There are an estimated 140,000 veterans in Tennessee with no college credit, and an additional 144,000 veterans in Tennessee with some college credit or an associate degree.¹ Of this number, only 9,500 student veterans are currently enrolled at Tennessee’s colleges and universities.

Over the years, the mission to serve veterans has expanded to serving all students connected with the military and veteran community. The VETS Act ensures that military-connected students with veterans’ education benefits receive in-state tuition in Tennessee. It also challenges higher education institutions to create a supportive environment for military-connected students. Thirty-nine campuses have taken on the challenge of becoming a VETS designated campus. The Tennessee Higher Education Commission (“THEC”) is requesting proposals from designated Tennessee VETS Campuses to host a conference focused on the successes and challenges in creating supports for military-connected students. The goal is to create a forum for campus leadership, faculty, and staff who work with student veterans, and student veteran leaders themselves, to share knowledge of best practices around managing the transition from the military to our campuses and workforce.

B. Veteran Reconnect Conference

The Veteran Reconnect Grant (“VRG”) is a competitive grant for Tennessee’s public and private non-profit higher education institutions which provides additional funding for the programmatic support of military-affiliated students in Tennessee. THEC is issuing this competitive Request for Proposals (RFP) to all Tennessee VETS Campuses to establish a Veteran Reconnect Conference focusing on the development of military-connected supportive programs. The primary host for this conference will be a [VETS designated campus](#); however, other public and private, not-for-profit higher education institutions in Tennessee may partner with the selected institution to provide additional support. This grant

¹ American Community Survey (2021). 1 yr. estimates. Public Use Microdata.

builds on efforts initiated by the Tennessee General Assembly, demonstrating that student veterans and military families are a priority in Tennessee.

The successful grantee will use grant funds to plan and host a two-day conference that will provide information and professional development regarding program creation and implementation to school leadership, faculty, staff, and student veterans from public and private, not-for-profit higher education institutions. Proposals for this grant, at a minimum, must include a detailed description of the proposed conference itinerary of events and sessions, personnel involved with the event, event planning, logistics, marketing, a proposed budget, and a final conference evaluation plan.

Included with this Request for Proposals are Attachment A, a pro forma interagency contract template that will be used in the event a state institution is awarded the contract as the primary host; and Attachment B, a pro forma standard contract template that will be used in the event a non-state institution is awarded the contract as the primary host.

C. THEC Assistance

THEC will provide technical assistance in the form of consultation with successful grant awardees. THEC will aid in facilitation of securing session speakers, as necessary. The final itinerary must be coordinated with and approved by THEC.

D. Grant Award Amounts and Eligibility

The 2024 Veteran Reconnect Conference Grant will award up to One Hundred Thousand Dollars (\$100,000) for one (1) selected institution. The grant period begins upon award of the contract, and ends June 15, 2025, in anticipation of planning, implementation, and close-out of the conference occurring within that time. The scheduling of the conference should maximize attendance by leadership, faculty, staff, and student leaders while also minimizing interruption of student learning. Primary applicants for this grant must be an approved Tennessee VETS Campus. VETS campuses may collaborate with other public or private not-for-profit higher education institutions within the state of Tennessee to compete for the grant contract. If two (2) or more institutions combine to create a proposal, ***one (1) of the campuses is required to be the fiscal agent for the grant budget. The proposal must clearly indicate the fiscal agent institution.***

Examples of acceptable uses of funds include but are not limited to: costs for hosting meetings in preparation of the event; hiring event planners or temporary personnel to organize the conference; marketing to higher education institutions within and around the state; facility and equipment rentals; catering; and hotel and travel costs for presenters and conference attendees. ***Do not negotiate or create any contracts with outside agencies until the final grant is awarded and the contract is approved/executed or before the start***

date of the approved/executed contract. Budgeted costs must meet the overall intent of the grant. Travel and lodging costs for out-of-state attendees shall not be included in grant funds.

E. Conference Requirements and Recommendations

Grantees will be required to incorporate the following ideas.

Required half-day sessions:

- Military-Connected Student Session
- Veterans Education School Certifying Official Annual Training Session

Included in the conference will be two (2) breakout sessions organized by THEC staff: one (1) for military-connected students to connect, and the other for school certifying officials to receive annual training. Grantees can incorporate additional presentations beyond the required events but must seek THEC approval. Additional presentations must remain focused on creating and enhancing supportive programs for military-connected students. Examples include the successes and challenges within the grantee's institution or from external colleges and universities that were funded by past Veteran Reconnect Grants.

II. Grant Criteria

Grantees will complete the following deliverables:

- a. Grantees will develop, plan, and implement a comprehensive conference focusing on the development and implementation of support programs for military-connected students within the state of Tennessee.
- b. Grantees will ensure conference sessions are inclusive of community colleges, TCATs, and universities from the public and non-profit private sectors.
- c. Grantees will ensure sessions are inclusive of administrators, faculty, staff, and student leaders, along with higher education governing and coordinating bodies.
- d. Grantees will organize personnel, event planning and scheduling, logistics, marketing, and other functions to implement the conference.
- e. Grantees will report on a monthly basis the progress achieved in conference planning. The final itinerary must be coordinated with and approved by THEC.

III. Application Requirements

A. Proposal Components

Applicants should submit the following items as part of the application:

- **Cover Sheet** (Appendix A)
 - Applicants must complete the cover page and include all required signatures. Applicants must designate a primary contact.
 - Applicants should identify the contact(s) by listing first and last name, title and contact information on the cover page.
- **Proposal** (all components as defined on pages 7-8)
- **Budget** (Appendix B)
- **Font:** 11-point, Black, Calibri or Times New Roman font, 1.5 spacing, 1-in. margins.

NOTE: The narrative portion of the proposal should be limited to 10 pages. This does not include the cover page, project abstract, budget template, and appended lists.

B. Proposal Submission

Final proposals shall be submitted, including all components described in this RFP no later than **June 3, 2024** through the Formstack link below:

https://stateoftennessee.formstack.com/forms/vrg24conference_submitproposal

C. Timeline

Date	Activity
April 15, 2024	Release of Request for Proposals
May 9, 2024	Webinar for interested applicants at 10:00AM CST
June 3, 2024	Final Proposals Due
Tentative June 2024	Award Announcement
July - August 2024	Contract Processing

IV. Proposal Format and Scoring

For consistency in scoring proposals, each section and subsection will be allocated up to four (4) points when scoring. After scoring is completed, each section is then weighted by percentages to create a total of 100 available percentage points. A webinar is scheduled for May 9, 2024, at 10:00AM CST. **Registration is available at:** https://stateoftennessee.formstack.com/forms/vrg24conference_webinar_rsvp

Section 1: Conference Details (70 percent of overall score)

1.0 Introduction/Abstract: Under the subheading “Introduction”, describe an overview of the conference to include the proposed name, physical address/location of event, date(s) of event, anticipated number of attendees, and focus of the event. **(5 percent).**

1.1 Personnel: Provide a list of proposed personnel/positions, teams, event planners, or agencies involved with organizing the event, including a description of all duties and timeframes of involvement for each person or group. The list should consider stages such as planning, designing, implementation, closeout (financial and/or reconciliation), and final evaluation and report of conference. **(10 percent).**

1.2 Event Planning: In detail, provide descriptions for proposed sessions (include required sessions), speakers, format (e.g., presenter(s), panel discussion, fishbowl, etc.), audience engagement strategies, and timeframe of the sessions and events. Describe plans for coordinating and communicating with presenters for event. After contract approval, Grantee will have the opportunity to alter items within this section from the original proposal if needed and with prior approval from THEC. **(15 percent).**

1.3 Logistics: Describe the anticipated logistics for this event. This section should address all logistical items that will be budgeted for this event. This section will list additional personnel involved with organizing the event such as hiring professional event planners or temporary personnel hired for developing and implementing the event. Include the anticipated location of the event, including a specific building if available. List the number of rooms needed for sessions, along with the additional rooms for administration or meals if different from the session rooms. Consider other logistics in preparation for the event such as meals, lodging and travel for presenters and attendees, printing, giveaways, honorariums for speakers, audio/visual equipment and other technology, or any additional equipment or items necessary for implementing the conference. *Grantee Institution is responsible for tracking per diem, lodging, and travel, etc. of attendees, which will be limited to state rates.* Describe any anticipated contracts needed by the institution for items such as for lodging, event planners, or agencies providing equipment. ***Do not negotiate or create any contracts with outside agencies until final grant is awarded and contract is approved/executed.*** **(15 percent).**

1.4 Implementation Schedule: Provide a schedule of planning events, development of the conference, and implementation from initiation of possible awarded contract to follow-up and evaluation following the conference. Integrate marketing into the schedule ensuring administrators, faculty, and staff, have sufficient time to plan for event. **(10 percent)**.

1.5 Marketing: Describe the marketing plan for outreach to all public and private, not-for-profit colleges in and around Tennessee targeting higher education institution leadership, faculty, staff, and student leaders. Marketing should include a sign-up website to track responses, lodging, and any costs attendees would incur associated with attending the conference. **(15 percent)**.

Section 2: Budget and Budget Narrative (30 percent of overall score)

2.0 Budget Narrative: In narrative format, describe the plan to use awarded funds to address the development and management of this project. Provide specific narrative for each area under personnel, event planning, logistics, marketing, and if necessary, indirect costs up to eight (8) percent. Each item area will be associated with a budget line-item to create a final proposed budget. **(15 percent)**. **(See Appendix B for more details)**

2.1 Budget: Complete the budget template provided in Appendix B and all appropriate expanded line-item details. Be sure to use both the budget summary and budget line-item detail sheets provided. Attach the budget to your proposal in the order described on p. 8, directly after the budget narrative. **(15 percent)**. **(See Appendix B for more details)**

V. Legal Information

A. Proposal Review and Award Process

All projects will be scored against a standard rubric (Appendix C) and awarded on a competitive basis. A review committee will be assembled to evaluate all proposals and make recommendations. Project proposals will be distributed to the review committee upon closure of the proposal submission period. After scoring, the highest-ranking proposal score will be recommended for funding. The committee will also recommend any required conditions for this funding. Each institution will have the opportunity to accept these conditions before the committee makes the final decision.

B. Title VI Compliance

The Tennessee Higher Education Commission operates all programs and activities free from discrimination on the basis of sex, color, race, religion, national origin, age, marital status, pregnancy, or disability. For information on alternative formats available for this and other department publications, please contact the Department ADA Coordinator at 615-532-3500.

Any person who believes he/she has been discriminated against should write to:

Amber Walsh
THEC Coordinator
Tennessee Higher Education Commission
312 Rosa Parks Ave, 9th Floor
Nashville, TN 37243-0830
Amber.Walsh@tn.gov
Phone: 615.532.3500

C. Funding

This RFP is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, THEC reserves the right to terminate this RFP upon written notice to the applicants.

THEC reserves the right to fund a proposal in full or in part, to request additional information to assist in the review process, to reject any of the proposals responding to the RFP and to re-issue the RFP and accept new proposals if THEC determines that doing so is in the best interest of the state of Tennessee.

All costs incurred in preparation of a proposal shall be borne by the applicant. Proposal preparation costs are not recoverable from grant funds.

THEC reserves the right to withhold funding if at any point the program is not adhering to the requirements of the state-funded program, applicable laws and regulations, stated results and outcomes, or the goals and objectives declared in this RFP. THEC staff reserve the right to attend any training or project activity to ensure the fidelity of this program.

NAME OF INSTITUTION

Veterans Reconnect Conference

Ten Years of Veterans Education Transition Support (VETS)

Project Director Name, Title

Mailing Address

Project Director's Telephone

Project Director's E-mail Address

Proposed conference Date:

Funding amount requested:

\$ _____

**President or Approval Authority of
Higher Education Institution**

Project Director

Appendix B: Budget

GRANT BUDGET				
Veteran Reconnect Conference Grant				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following				
Applicable Period: BEGIN: DATE END: June 15, 2025				
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: www.state.tn.us/finance/act/documents/policy3.pdf).

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

Appendix B – Budget (cont.)

GRANT BUDGET LINE-ITEM DETAIL (Add Lines as Needed):

SALARIES, BENEFITS & TAXES	AMOUNT
Specific, Descriptive, Detail (Repeat Row as Necessary)	Amount
	Amount
TOTAL	Amount

PROFESSIONAL FEE, GRANT & AWARD²	AMOUNT
Specific, Descriptive, Detail (Repeat Row as Necessary)	Amount
	Amount
TOTAL	Amount

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Specific, Descriptive, Detail (Repeat Row as Necessary)	Amount
	Amount
TOTAL	Amount

OTHER NON-PERSONNEL²	AMOUNT
Specific, Descriptive, Detail (Repeat Row as Necessary)	Amount
	Amount
TOTAL	Amount

Appendix B – BUDGET (cont.)

GRANT BUDGET LINE-ITEM DETAIL

Line 1 Salaries and Wages

On this line, enter compensation, fees, salaries, and wages paid to grant program staff.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, part-time staff, and personal-service contractors. *(A detailed description is required in the Grant Budget Line-Item Detail if this line-item is funded.)*

Line 5 Supplies

Enter the organization's expenses for office supplies.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance and other related expenses.

Line 7 Postage and Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, and outside mailing service fees.

Line 8 Occupancy

Not applicable.

Line 9 Equipment Rental and Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment and other equipment, except for telephone, truck, and automobile expenses.

Line 10 Printing and Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications for the direct use of the organization. (Printed materials in support of conferences and meetings should be reported on Line 12, and printed materials and books purchased specifically for individuals should be reported on Line 15.)

Line 11 Travel

Enter the organization's expenses for faculty and staff travel, including transportation, meals, lodging, and per diem payments.

Line 12 Conferences and Meetings

Enter the organization's expenses for conducting or attending meetings and/or conferences.

Line 13 Interest

Not Applicable.

Line 14 Insurance

Not Applicable.

Line 15 Grants and Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations, including travel, transportation, meals and lodging, stipend payments and equipment allowances. *(A detailed description is required in the Grant Budget Line-Item Detail if this line-item is funded.)*

Line 16 Specific Assistance to Individuals

Not Applicable.

Line 17 Depreciation

Not Applicable.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. Enter the organization's allowable expenses for advertising, promotions, and recruiting. Include the organization's and employees' membership dues in associations and professional organizations. Include testing fees for software licenses, testing, permits, registrations, etc. *(A detailed description is required in the Grant Budget Line-Item Detail if this line-item is funded.)*

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets and other purchases with a minimum life expectancy of one year. *(A detailed description is required in the Grant Budget Line-Item Detail if this line-item is funded.)*

Line 22 Administrative Expenses (Indirect Cost)

This amount is intended to cover costs associated with administrative functions including providing the required project reports, financial information, and information to support project evaluation.

Line 24 In-Kind Expenses/ Grantee Match

In-Kind Expenses is for grantee reporting of the value of contributed resources applied to the program not specifically expressed Grant Budget.

Line 25 Total Expenses

The sum of all grant expenses goes on this line.

Appendix C: Scoring Rubric

Score each item with 0, 1, 2, 3, or 4; general descriptions of 0, 2, and 4 rubrics provided

	Exemplary (4 pts)	Adequate (2 pts)	Inadequate (0 pts)	Score	Weight
Section 1.0: Introduction/Abstract	Provides clear overview of the conference; includes name, location, and proposed date(s) of event	Provides brief overview of conference; missing details	Introduction either missing, misleading, or inadequate		5%
Section 1.1: Personnel	Provides a clear list of personnel/job positions, or agencies involved in the organization of event; includes clear description of duties and timeframes of duties; listed and detailed functions during stages such as planning, designing, implementation, and closeout/final evaluation of conference	A somewhat complete list of personnel/job positions, or agencies involved in the organization of event; details may be vague or limited for a successful event; details need to be asked if proposal is to be accepted	An incomplete description of personnel involved with organization of event; not enough detail to justify acceptance of personnel responsibilities		10%
Section 1.2: Event Planning	Provides a clear description of event to include required and additional sessions, descriptions of format and audience engagement strategies; includes timeframe of each session; includes communication/coordination with speakers; description adequately covers details for a successful event	Provides a description of the event to include some or all the required sessions at the event, and additional speakers, and timeframe of event. May require more details before accepting	Does not provide a clear enough description of event. Would require much more detail to accept the description.		15%

	Exemplary (4 pts)	Adequate (2 pts)	Inadequate (0 pts)	Score	Weight
Section 1.3: Logistics	Provides a comprehensive and realistic initial list of items or services as described in section 1.3 of RFP and other logistics to successfully implement the conference; event location is designated along with technology for events; includes plans for lodging, travel, & meals for speakers & attendees; contracts with other agencies are anticipated *	Provides an initial list of logistics to accomplish the conference and may require more details to flesh out the event planning; includes sufficient consideration of event logistics; may need additional inputs before finalized	Does not address the needed logistics to successfully implement the event		15%
Section 1.4: Implementation schedule	Schedule is detailed from planning stage through to follow on evaluation and final payments of invoices; Marketing is carefully integrated into event to ensure ample time for administrators, faculty, and staff to plan for event	Schedule is sufficient, from planning to evaluation and final payments; marketing is integrated; may require additional details	Insufficient or missing schedule		10%
Section 1.5: Marketing	Marketing plan is comprehensive to reach out to each public and private not-for-profit higher education institution at a minimum in Tennessee; plans in place to create a website for attendees to sign-up for conference including information on lodging and other costs for attendees	Marketing plan creates outreach to public and private not-for-profit higher education institutions; limited details on outreach plan; website plan is adequate; may require more details	Marketing plan is insufficient or missing essential details		15%

* Do not negotiate or create any contracts with outside agencies until final grant is awarded and contract is approved/executed

	Exemplary (4 pts)	Adequate (2 pts)	Inadequate (0 pts)	Score	Weight
Section 2.0: Budget Narrative	Budget narrative clearly links budget to each of the conference details; cost estimates are well researched; overall budget estimates are reasonable and within range of estimated actual costs	Budget narrative reasonably links budget to conference details; cost is estimated and within range of expectations; overall budget is within range of estimated actual costs	Budget narrative was not well thought out and/or does not relate to conference details; budget amounts are rounded up and evident of guessing		15%
Section 2.1: Budget	Budget is well researched and matches budget narrative and estimated costs for implementation of conference	Budget meets anticipated costs for implementation of conference	Budget is not well thought out and/or does not meet needs for implementing conference		15%


Section	Proposal Score	Weighted Score	Overall Comments
1.0			
1.1			
1.2			
1.3			
1.4			
1.5			
2.0			
2.1			
Overall Score			

Institution: _____

Reviewer Name: _____

Reviewer Signature: _____ **Date:** _____

Attachment A:

 <h2 style="margin: 0;">INTERAGENCY GRANT AGREEMENT COVER SHEET</h2> <p style="margin: 0;">(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)</p>					
Begin Date mm/dd/yyyy	End Date 6/15/2025	Agency Tracking # 33201-00325	Edison ID XXXXX		
Grantee Legal Entity Name			Edison Supplier ID		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number			
Service Caption (one line only) Administration of the Veteran Reconnect Grant Conference 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
24					
25					
TOTAL:					
<p>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.</p>				<p><i>CPO USE - IG</i></p>	
Jason Cavender, Chief Financial Officer 615.532.8303					
Speed Chart (optional) HE00000102		Account Code (optional)			

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HIGHER EDUCATION COMMISSION
AND
[GRANTEE COLLEGE OR UNIVERSITY]**

This Grant Agreement, by and between the State of Tennessee, Tennessee Higher Education Commission, hereinafter referred to as "THEC" or the "Grantor State Agency"), and [College or University], hereinafter referred to as "COLLEGE" or "Grantee", is for the provision of the implementation of a Veterans Reconnect Conference focusing on the transition of military-connected students to higher education and the civilian workforce, 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. Purpose. The purpose of this Grant Contract is for the Grantee to organize and implement a statewide conference. Through this grant, THEC will fund an initiative that:
- a. Highlights the efforts made by VETS-designated campuses in Tennessee to support military-connected students (student veterans and military dependents);
 - b. Creates a two (2) day conference on transition support strategies for military-connected students aimed at administrators, faculty, staff, military-connected students, and themselves from public and private not-for-profit higher education institutions; and,
 - c. Has a primary focus for encouraging higher education institutions to develop or sustain strategies that will recruit, retain, and support military-connected students through completion of selected program of study into eventual employment.
- A.3. Goals and Objectives. The conference shall be scheduled during the fall 2024 or spring 2025 semesters. The Grantee will accomplish this initiative in the following ways:
- a. Grantee shall plan and implement a two (2) day conference focusing on the transition and academic success of military-connected students attending higher education institutions, inclusive of all educational stages from recruitment to eventual employment;
 - b. Grantee shall develop and implement a comprehensive program itinerary for the conference focused on military-connected students attending higher education within Tennessee;
 - c. Grantee shall ensure conference sessions are inclusive of community colleges, Tennessee Colleges of Applied Technology (TCATs), and universities from the public and non-profit private sectors within Tennessee;
 - d. Grantee shall ensure sessions are inclusive of administrators, faculty, staff, and military-connected students, along with higher education governing and coordinating bodies in Tennessee; and,
 - e. THEC will provide technical assistance in the form of consultation and coordinated networking with the Grantee. THEC will provide networking assistance with session speakers and confirmation of the final itinerary shall be coordinated with and approved by THEC.

A.4. Grantee Requirements for Designing Conference Sessions. Grantee shall be required to incorporate the following:

- a. Required breakout sessions organized by THEC staff addressing:
 - (1) Military-Connected Student Session; and,
 - (2) Veterans Education School Certifying Official Annual Training Session.
- b. Additional presentations may include but are not limited to:
 - (1) Prior Learning Assessment (PLA) initiatives;
 - (2) Past Veteran Reconnect grants' successes and challenges;
 - (3) Veterans Reconnect grant-funded research;
 - (4) Updates on Veterans' Education Policies and Procedures from THEC's State Approving Authority and the VA's Education Liaison Representative;
 - (5) Information on how to achieve VETS Campus Designation and how to complete the data report presented by THEC; and,
 - (6) Military Cultural Competency Training for Higher Education Faculty and Staff.

A.5. Reporting. Grantee shall provide progress reports throughout the life of the Grant as requested and designed by THEC. THEC reserves the right to adjust reporting requirements as deemed necessary throughout the life of the Grant.

- a. Initial Reporting Requirements: On DATE, the Grantee shall provide a report to THEC summarizing progress and achievements covering the period from commencement of contract – September 30, 2024. This report shall include:
 - (1) Narrative on conference development and implementation;
 - (2) Itinerary survey and/or survey results;
 - (3) Projected attendance and/or actual RSVPs;
 - (4) Conference promotional merchandise designs; and,
 - (5) Marketing/outreach material for approval.
- b. Second Report Requirements: On DATE, the Grantee shall provide a report to THEC summarizing progress and achievements covering the period of October 1, 2024 – December 31, 2024. This report shall include:
 - (1) Narrative on conference development and implementation;
 - (2) Final conference itinerary for approval by THEC;
 - (3) Projected attendance and/or actual RSVPs; and,

- (4) Marketing/outreach material implemented.
 - c. Final Reporting Requirements: On DATE, the Grantee will provide a report to THEC summarizing progress and achievements covering the period of January 1, 2025 – June 15, 2025. This report shall include:
 - (1) Narrative on conference success;
 - (2) Conference satisfaction survey results;
 - (3) Actual attendance; and,
 - (4) Final budget with documentation, including detailed documentation for any travel reimbursed under this Grant Contract in compliance with Section C.4.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance, these items shall govern in order of precedence below:
 - a. This Grant Agreement document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
 - b. The State grant proposal solicitation as may be amended (Attachment B), if any; and,
 - c. The Grantee's proposal (Attachment C) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF AGREEMENT:

This Grant Agreement shall be effective on DATE ("Effective Date") and ending on June 15, 2025 ("Term"). The Grantor State Agency 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 A, 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 five percent (5%) 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:

Gregg Crawford, Director of Veterans Transition & Outreach
Tennessee Higher Education Commission
312 Rosa L. Parks Ave.
9th Floor, TN Tower
Nashville, TN 37243
Gregg.Crawford@tn.gov
Telephone: 615.812.1288

THEC Fiscal:

Jason Cavender, Chief Financial Officer
Tennessee Higher Education Commission
312 Rosa L. Parks Ave.
9th Floor, TN Tower
Nashville, TN 37243
Jason.Cavender@tn.gov
Telephone: 615.532.8303

THEC Legal:

Amber Walsh, THEC Coordinator
Tennessee Higher Education Commission
312 Rosa L. Parks Blvd.
9th Floor, TN Tower
Nashville, TN 37243
Amber.Walsh@tn.gov
Telephone: 615.532.3500

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.

Accessibility The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, et seq., known as the "Data, 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.

IN WITNESS WHEREOF,

GRANTEE STATE AGENCY:

SIGNATORY, TITLE **DATE**

TENNESSEE HIGHER EDUCATION COMMISSION:

DR. STEVEN GENTILE, EXECUTIVE DIRECTOR **DATE**

ATTACHMENT A

Page 9

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
	BEGIN: DATE	END: 6/15/2025		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	0.00	0.00	0.00

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

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

ATTACHMENT A

Page 10

GRANT BUDGET LINE-ITEM DETAIL:


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

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

TRAVEL, CONFERENCES, & MEETINGS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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

Attachment B:

 <h2 style="margin: 0;">GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)</p>					
Begin Date mm/dd/yyyy	End Date 6/15/2025	Agency Tracking # 33201-00325	Edison ID XXXXX		
Grantee Legal Entity Name				Edison Vendor ID	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Administration of the Veteran Reconnect Grant Conference 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
24					
25					
TOTAL:					
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		THEC utilized a Request for Proposals from VETS designated campuses.			
<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>
Jason Cavender, Chief Financial Officer 615.532.8303		
Speed Chart (optional) HE00000102	Account Code (optional)	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HIGHER EDUCATION COMMISSION
AND
[GRANTEE COLLEGE OR UNIVERSITY]**

This Grant Contract, by and between the State of Tennessee, Tennessee Higher Education Commission, hereinafter referred to as "THEC" or the "State" and [College or University], hereinafter referred to as "COLLEGE" or the "Grantee," is for the provision of the implementation of a Veterans Reconnect Conference focusing on the transition of military-connected students to higher education and the civilian workforce, 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. Purpose. The purpose of this Grant Contract is for the Grantee to organize and implement a statewide conference. Through this grant, THEC will fund an initiative that:
- a. Highlights the efforts made by VETS-designated campuses in Tennessee to support military-connected students (student veterans and military dependents);
 - b. Creates a two (2) day conference on transition support strategies for military-connected students aimed at administrators, faculty, staff, military-connected students, and themselves from public and private not-for-profit higher education institutions; and,
 - c. Has a primary focus for encouraging higher education institutions to develop or sustain strategies that will recruit, retain, and support military-connected students through completion of selected program of study into eventual employment.
- A.3. Goals and Objectives. The conference shall be scheduled during the fall 2024 or spring 2025 semesters. The Grantee will accomplish this initiative in the following ways:
- a. Grantee shall plan and implement a two (2) day conference focusing on the transition and academic success of military-connected students attending higher education institutions, inclusive of all educational stages from recruitment to eventual employment;
 - b. Grantee shall develop and implement a comprehensive program itinerary for the conference focused on military-connected students attending higher education within Tennessee;
 - c. Grantee shall ensure conference sessions are inclusive of community colleges, Tennessee Colleges of Applied Technology (TCATs), and universities from the public and non-profit private sectors within Tennessee;
 - d. Grantee shall ensure sessions are inclusive of administrators, faculty, staff, and military-connected students, along with higher education governing and coordinating bodies in Tennessee; and,

- e. THEC will provide technical assistance in the form of consultation and coordinated networking with the Grantee. THEC will provide networking assistance with session speakers and confirmation of the final itinerary shall be coordinated with and approved by THEC.
- A.4. Grantee Requirements for Designing Conference Sessions. Grantee shall be required to incorporate the following:
- a. Required breakout sessions organized by THEC staff addressing:
 - (1) Military-Connected Student Session; and,
 - (2) Veterans Education School Certifying Official Annual Training Session.
 - b. Additional presentations may include but are not limited to:
 - (1) Prior Learning Assessment (PLA) initiatives;
 - (2) Past Veteran Reconnect grants' successes and challenges;
 - (3) Veterans Reconnect grant-funded research;
 - (4) Updates on Veterans' Education Policies and Procedures from THEC's State Approving Authority and the VA's Education Liaison Representative;
 - (5) Information on how to achieve VETS Campus Designation and how to complete the data report presented by THEC; and,
 - (6) Military Cultural Competency Training for Higher Education Faculty and Staff.
- A.5. Reporting. Grantee shall provide progress reports throughout the life of the Grant as requested and designed by THEC. THEC reserves the right to adjust reporting requirements as deemed necessary throughout the life of the Grant.
- a. Initial Reporting Requirements: On DATE, the Grantee shall provide a report to THEC summarizing progress and achievements covering the period from commencement of contract – September 30, 2024. This report shall include:
 - (1) Narrative on conference development and implementation;
 - (2) Itinerary survey and/or survey results;
 - (3) Projected attendance and/or actual RSVPs;
 - (4) Conference promotional merchandise designs; and,
 - (5) Marketing/outreach material for approval.
 - b. Second Report Requirements: On DATE, the Grantee shall provide a report to THEC summarizing progress and achievements covering the period of October 1, 2024 – December 31, 2024. This report shall include:
 - (1) Narrative on conference development and implementation;

- (2) Final conference itinerary for approval by THEC;
 - (3) Projected attendance and/or actual RSVPs; and,
 - (4) Marketing/outreach material implemented.
- c. Final Reporting Requirements: On DATE, the Grantee will provide a report to THEC summarizing progress and achievements covering the period of January 1, 2025 – June 15, 2025. This report shall include:
- (1) Narrative on conference success;
 - (2) Conference satisfaction survey results;
 - (3) Actual attendance; and,
 - (4) Final budget with documentation, including detailed documentation for any travel reimbursed under this Grant Contract in compliance with Section C.4.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance, these items shall govern in order of precedence below:
- a. This Grant Agreement document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
 - b. The State grant proposal solicitation as may be amended (Attachment B), if any; and,
 - c. The Grantee's proposal (Attachment C) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on DATE ("Effective Date") and ending on June 15, 2025 ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount (\$Number) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment Reference, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Gregg Crawford
Tennessee Higher Education Commission
312 Rosa L. Parks Ave.
9th Floor, TN Tower
Nashville, TN 37243

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 Higher Education Commission, Academic Affairs.
- (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 five percent (5%) 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 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:

Gregg Crawford, Director of Veterans Transition & Outreach
 Tennessee Higher Education Commission
 312 Rosa L. Parks Ave.
 9th Floor, TN Tower
 Nashville, TN 37243
Gregg.Crawford@tn.gov
 Telephone: 615.812.1288

THEC Fiscal:

Jason Cavender, Chief Financial Officer
 Tennessee Higher Education Commission
 312 Rosa L. Parks Ave.
 9th Floor, TN Tower
 Nashville, TN 37243
Jason.Cavender@tn.gov
 Telephone: 615.532.8303

THEC Legal:

Amber Walsh, THEC Coordinator
 Tennessee Higher Education Commission
 312 Rosa L. Parks Blvd.
 9th Floor, TN Tower
 Nashville, TN 37243
Amber.Walsh@tn.gov
 Telephone: 615.532.3500

The Grantee:

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

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

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

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

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a Grant Contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete 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:

Gregg Crawford, Director of Veterans Transition & Outreach
Tennessee Higher Education Commission
312 Rosa L. Parks Ave.
9th Floor, TN Tower
Nashville, TN 37243
Gregg.Crawford@tn.gov
Telephone: 615.812.1288

- 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.

IN WITNESS WHEREOF,

GRANTEE LEGAL ENTITY NAME:

SIGNATORY, TITLE

DATE

TENNESSEE HIGHER EDUCATION COMMISSION:

DR. STEVEN GENTILE EXECUTIVE DIRECTOR

DATE

ATTACHMENT A

GRANT BUDGET				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
	BEGIN: DATE	END: 6/15/2025		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	0.00	0.00	0.00

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

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

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

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

SUPPLIES, TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATIONS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

TRAVEL, CONFERENCES, & MEETINGS	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

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