

ATTACHMENT C - AGENCY TERMS

1. STUDENT DATA ACCESSIBILITY, TRANSPARENCY & ACCOUNTABILITY

Supplier's ability to provide services under this Agreement may require OSDE to share student data containing confidential personally identifiable information ("PII") from education records maintained by OSDE with Supplier. Supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (Title 70 O.S. § 3-168).

2. CERTIFICATIONS & ASSURANCES

Vendor, its principals, agents, employees and/or contractor hereby certifies, acknowledges and agrees as follows:

2.1. Vendor has the authority to apply for and receive the funds and assistance provided under this Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project described in this Agreement;

2.2. Vendor will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;

2.3. Vendor will initiate and complete the work within the applicable time frame, more particularly described in Attachment B to this Agreement;

2.4. Vendor will comply with the regulations and requirements outlined in the Uniform Grant Guidance (UGG), including 2 CFR § 200 and the Education Department General Administrative Regulations (EDGAR);

2.5. Vendor will ensure that funds awarded under this Agreement are used for allowable activities as identified for purposes of the Agreement, will be reasonable, necessary, allocable under section 2001 of the American Rescue Plan (ARP) Act and meet the purpose of the ARP Act (to prepare for, prevent and respond to COVID-19);

2.6. Vendor will establish and use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to Vendor under the ARP Act. Further, upon request by OSDE, the Vendor will provide documentation to support claims for expenditures, including expenditure ledgers, invoices, receipts and documentation to support purchases and proof of services received;

2.7. Vendor will adopt and use proper methods of administering said funding, including:

2.7.1. the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each Federal award; and,

2.7.2. the correction of deficiencies in operations that are identified through audits, monitoring, or evaluation.

2.8. Vendor will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

2.9. The recipient has been informed of the requirements imposed by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the OSDE; and,

2.10. The recipient assures that it has been advised that subrecipients expending \$750,000.00 (2 CFR Part 200.501) or more in Federal awards (funds received as direct or pass thru funds) during the subrecipient's fiscal year receive a single audit or program specific audit for that year according to regulations issued by Office of Management and Budget Circular A-133. If unable to certify to any of the statements in the certification, Vendor shall attach an explanation and this Agreement shall not be in force and effect until OSDE provides approval, in writing, as to the explanation provided.