

**MINI-GRANT AGREEMENT**  
*Between*  
**THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**  
*and*  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

This Mini-Grant Agreement (hereinafter "Agreement") made and entered into by and between The University of Central Florida Board of Trustees (hereinafter referred to as "UCF"), and The School Board of Broward County, Florida ("MINI-GRANTEE") on behalf of Atlantic Technical College "ATC", an entity of MINI-GRANTEE.

The terms of this Agreement are intended to provide the administrative framework for UCF and MINI-GRANTEE (the Parties) to cooperate in the performance of the Florida Consortium on Inclusive Higher Education (FCIHE) grant. MINI-GRANTEE shall perform the scope of work as outlined in Appendix A.

It is understood this is a Mini-Grant under UCF's prime award from the US Department of Education, Grant Number P407A150068, Flow-Down Terms and Conditions which is attached hereto as Appendix B and incorporated by reference into this Agreement.

**ARTICLE I - STATEMENT OF WORK**

MINI-GRANTEE, on behalf of ATC, shall provide all the necessary personnel and facilities to conduct the work under this Agreement as outlined in Appendix A and incorporated herein by reference. It is understood that MINI-GRANTEE through its Atlantic Technical College is performing the scope of work on this Agreement.

**ARTICLE II – TERM & AUTHORIZED BUDGET PERIOD**

The term of this Agreement shall begin upon execution and shall not extend beyond September 30, 2020 unless the period is extended by modification of this Agreement. **The authorized budget period shall begin upon execution and shall not extend beyond September 30, 2018 unless the period is extended by modification of this Agreement.**

Grant Year: The grant funding period will begin upon contract execution through September 30, 2018, the end of the FCIHE grant year. Upon FCIHE's annual federal funding approval, subsequent grant funding periods will commence on or after receipt of annual funding and modification of this Agreement.

**ARTICLE III – FINANCIAL SUPPORT**

This is a cost reimbursable Agreement for the funded total of \$21,004. Serially numbered invoices from MINI-GRANTEE shall be sent to UCF within 30 days of the end of the budget period. The invoices shall contain:

- a. Agreement number; and
- b. Period of Performance covered; and
- c. Description of work; and
- d. Costs incurred and allowable under the Agreement

Submit Invoices to: Email: [subvendor@ucf.edu](mailto:subvendor@ucf.edu)

And Kathy Becht, PhD  
Director, Florida Consortium on Inclusive Higher Education  
Email: [Kathleen.Becht@ucf.edu](mailto:Kathleen.Becht@ucf.edu)

1. MINI-GRANTEE must

- a. Maintain both cost and programmatic records for five (5) years and allow the UCF access to the records, as requested.
- b. Have an adequate cost accounting system or maintain a separate bank account for these funds.
- c. Provide a Financial Status Report (summary of activities and costs) as requested, and submit such a report as part of the final report **within 30 days following the period of performance**.
- d. Ensure all costs are reasonable, allowable, allocable and documented, and repay all disallowed costs.
- f. Participate in monitoring as necessary to ensure that activities and/or deliverables are meeting expectations.
- g. Agree to the provision for the disposition of property purchased with federal funds. If the property has a useful life greater than one year and cost \$1,000 or more, it should be returned to UCF upon agreement termination. Disposition of non-expendable property acquired with federal financial assistance must be disposed of in accordance with applicable rules and regulations.
- h. Agree to payment terms outlined in Appendix A (e.g., frequency of payments, method of payment, and required documentation).

#### **ARTICLE IV – ADMINISTRATIVE CONSIDERATION**

The policies of MINI-GRANTEE concerning all financial expenditures shall meet all applicable state and federal regulations.

#### **ARTICLE V - ADMINISTRATIVE PERSONNEL**

##### **University of Central Florida**

Principal Investigator:

Dr. Adam Meyer

University of Central Florida

Student Accessibility Services

4000 Central Florida Blvd, Ferrell Commons 185

Orlando, FL 32816

Phone: (407) 823-2371

E-Mail: adam.meyer@ucf.edu

Contractual:

Joel Kennedy, Sr. Contract Manager

University of Central Florida

Office of Research & Commercialization

12201 Research Parkway, Ste. 501

Orlando, FL 32826

Phone: (407) 823-4676

E-mail: joel.kennedy@ucf.edu

Fiscal:

Kalpana Deva, Post Award Coordinator

University of Central Florida

Office of Research & Commercialization

12201 Research Parkway, Ste. 501

Orlando, FL 32826

Phone: (407) 882-0174

E-mail: Kalpana.Deva@ucf.edu

##### **Mini-Grantee**

Technical:

Alicia Grigull

Atlantic Technical College

4700 Coconut Creek Parkway

Coconut Creek, FL 33063

Phone: (754) 321-5103

E-Mail: alicia.grigull@browardschools.com

Contractual:

Robert B. Crawford

Director, Atlantic Technical College

4700 Coconut Creek Parkway

Coconut Creek, FL 33063

Phone: (754) 321-5103

E-mail: robertbcrawford@browardschools.com

Fiscal:

Jose Laverde

Business Analyst Budget Department

600 Southeast 3rd Avenue

Fort Lauderdale, FL 33301

Phone: (754) 321-2258

Phone: (850) 201-8519

E-mail: jose.laverde@browardschools.com

## **ARTICLE VI - AUDIT**

All costs incurred in the performance of this Agreement may be subject to audit by the cognizant audit agency.

## **ARTICLE VII - PUBLICATION**

The parties agree that MINI-GRANTEE may publish the results of the work in its own form.

UCF requires a copy of any proposed publication forty-five (45) days in advance of submission to review for confidential information, or material which would affect patent rights, and to forward to prime funding source, if applicable. UCF's review will be completed and any objections made within this forty-five (45) days.

## **ARTICLE VIII – EQUIPMENT**

No equipment is approved for purchase under this Agreement.

## **ARTICLE IX – INTELLECTUAL PROPERTY**

“Intellectual Property” means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data, data bases and works of authorship.

Intellectual Property developed solely by MINI-GRANTEE shall be solely and exclusively owned by MINI-GRANTEE. Intellectual Property developed solely by UCF shall be solely and exclusively owned by UCF. “Joint Intellectual Property” means any Intellectual Property developed jointly by MINI-GRANTEE and UCF under this Agreement. Joint Intellectual Property will be owned jointly by MINI-GRANTEE and UCF, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.

“Background Intellectual Property” means Intellectual Property which was in existence prior to the period of performance of this Agreement, or which is created or developed by a Party outside the course of conducting work outlined in Appendix A of this Agreement. The Parties agree that Background Intellectual Property of MINI-GRANTEE and UCF is their separate property, respectively, and is not affected by this Agreement. Neither Party shall acquire any claims to or rights in the Background Intellectual Property of the other Party by this Agreement or performance hereunder.

Nothing in this Agreement shall circumvent or restrict either Party's pre-existing obligations with the United States government pertaining to any kind of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either Party and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in this Agreement, UCF shall retain the right to practice any Intellectual Property developed hereunder for its own academic, non-commercial research and teaching purposes.

## **ARTICLE X –CONFIDENTIAL INFORMATION**

It is not anticipated that confidential information will be disclosed during the performance of this project. Should it be necessary for either party to receive confidential information, the disclosing party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, and delivered within thirty (30) days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential information to the same extent it safeguards its own. The parties' technical

representatives are responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the contractual representatives for execution. Confidential information does not include information that is:

- a. already known to the receiving party at the time of disclosure as evidenced by written record; or
- b. generally available to the public or becomes available to the public through no fault of the receiving party as evidenced by written record; or
- c. is developed independently of and without reference to the confidential information as evidenced by written record; or
- d. is received from a third party who had a legal right to disclose such information without restriction as evidenced by written record; or
- e. required by law or valid court order to be disclosed.

Upon written request of the disclosing party, the receiving party shall promptly return all confidential information of the disclosing party, together with all copies thereof provided, however, that receiving party may retain one (1) copy of all Confidential Information for its legal and archival purposes. The confidentiality obligations contained in this Article X shall survive for a five (5) year period from the start of the period of performance.

The parties agree that any invention disclosures shall be considered confidential whether marked or not.

#### **ARTICLE X.1 – MINI-GRANTEE DISCLOSURE OF EDUCATION RECORDS**

(a) MINI-GRANTEE will provide UCF the records listed in X.1 (b) to meet federal TPSID reporting requirements of the Consortium lead (UCF) and the Think College Coordinating Center and FCIHE's grant objectives through the provision of technical assistance (sharing resources and strategies) and the dissemination of research (publications, presentations, and professional development).

(b) MINI-GRANTEE will provide UCF and the Think College Coordinating Center with the following education records: student information to include gender, age, ethnicity, existence of intellectual disability and secondary disability, field of study, school level, employment status, credit hours registered, credit hours awarded, credentials awarded, housing status, student outcomes and support services provided. Names and other personally-identifiable information will be redacted from the provided records.

(c) To provide meaningful results and protect the privacy of individual students when the total number of students in reported data is less than 10, MINI-GRANTEE will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing UCF with the education records listed in X.1 (b).

(d) UCF and Think College agree to enter into a formal agreement containing the same Confidential Information clause (Article X) included in the agreement between SBBC (Mini Grantee) and UCF. Each party agrees to safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements.

#### **ARTICLE XI – HUMAN SUBJECTS**

No research involving humans is planned or authorized under this Agreement.

#### **ARTICLE XII – LABORATORY ANIMALS**

No research involving animals is planned or authorized under this Agreement.

#### **ARTICLE XIII - TERMINATION**

If UCF's prime agreement should be terminated during the performance of this Agreement, or should the prime agreement funding for support be deleted or reduced, UCF may in written notice to MINI-GRANTEE terminate this Agreement upon reasonable notice consistent with the termination of the prime agreement.

Either party may terminate this Agreement at any time, for any reason other than stated above, upon thirty (30) days written notice to the other party.

#### **ARTICLE XIV – ASSIGNMENT**

MINI-GRANTEE may not assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the services to be performed under this Agreement, in whole or part, without the prior written consent of UCF.

#### **ARTICLE XV – ASSUMPTION OF RISK**

Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. MINI-GRANTEE and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE XV.1 – INSURANCE**

UCF is an entity subject to Section 768.28, Florida Statutes, and UCF shall furnish SBBC with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

UCF, at its sole discretion, may maintain Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to State and Federal Law.

#### **ARTICLE XVI – INDEPENDENT CONTRACTOR**

In the performance of all services hereunder, MINI-GRANTEE shall be deemed to be, and shall be, an independent contractor and, as such, MINI-GRANTEE shall not be entitled to any benefits applicable to employees of UCF. UCF shall not be responsible for withholding taxes with respect to the MINI-GRANTEE's compensation hereunder, and it is the MINI-GRANTEE's sole responsibility to pay any Federal, State, or local taxes as required by law. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

#### **ARTICLE XVII - MODIFICATIONS**

Modifications to this Agreement may be made only in writing signed by authorized signatories of both parties.

#### **ARTICLE XVIII - COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

#### **ARTICLE XIX – GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida without regard to its choice of law principles, and to the extent applicable, by the laws of the United States.

## **ARTICLE XX – SEVERABILITY**

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way be affected or impaired thereby and shall remain in full force and effect.

## **ARTICLE XXI – NON-USE OF NAMES**

Neither party may use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without the other's express written consent. However, nothing shall prohibit UCF from complying with Florida Statute 1004.22(2).

## **ARTICLE XXII – REMEDIES**

The parties understand and agree that a party may suffer irreparable harm in the event that the other party, or its employees, servants, or agents, breach any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the parties agree that in the event of a breach or threatened breach by a party, of any of the provisions of this Agreement, a party, in addition to and not in limitation of any other available rights, remedies or damages, shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the party, or its employees, servants, agents and any and all persons directly or indirectly acting for the party.

## **ARTICLE XXIII – WAIVER**

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

## **ARTICLE XXIV – LIMITATION OF DAMAGES**

In no event will UCF or Mini-Grantee be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any term of this Agreement, and regardless of whether either party was advised or had reason to know of the possibility of incurring such damages in advance.

## **ARTICLE XXV – ENTIRE AGREEMENT**

This Agreement consists of the following parts:

Articles I – XXVI

Appendix A: Scope of Work, Deliverables & Budget

Appendix B: Prime Award – Flow-Down Terms and Conditions

and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

## **ARTICLE XXVI - ENDORSEMENTS**

IN WITNESS WHEREOF, the authorized contractual representatives of parties hereto have executed this Agreement on the dates set forth below:

**THE UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

\_\_\_\_\_  
Name: Jane Gentilini  
Title: Associate Director  
Office of Research & Commercialization  
Date:\_\_\_\_\_

See Next Page

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By\_\_\_\_\_  
Nora Rupert, Chair

ATTEST:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

\_\_\_\_\_  
Office of the General Counsel

## APPENDIX A: SCOPE OF WORK, DELIVERABLES & BUDGET

### Scope of Work

The Atlantic Technical College shall perform the work described below, including Project Objectives, number of students served, anticipated student earned certification and paid employment, and program evaluation.

**Summary:** Through this 2018 Mini-Grant expansion project, ATC will develop a high quality inclusive postsecondary program to include 1) onboarding of a Content Facilitator and support delivery to instructors regarding students with ID individual support needs, 2) development and articulation of Person-Centered-Plan process for each student with intellectual disability and to include application to VR services and identification of chosen career pathway, 3) enrollment of 5 students with intellectual disability in ATC courses by August 2018, 4) partnerships with employers and/or community agencies toward gainful employment of program completers, and 5) evaluation of grant activities to include participation in Think College Coordinating Center.

### Deliverables

1. Participate in Think College Coordinating Center data collection efforts during grant year and one subsequent year ([Frank.Smith@umb.edu](mailto:Frank.Smith@umb.edu)).
2. Submit Reports to Kathleen Becht, PhD ([Kathleen.Becht@ucf.edu](mailto:Kathleen.Becht@ucf.edu)), as identified in the timetable below.

Submit Reports to: [Email: oor-dm@ucf.edu](mailto:oor-dm@ucf.edu)

And [Kathleen Becht, PhD](#)  
[Director, Florida Consortium on Inclusive Higher Education](#)  
[Email: Kathleen.Becht@ucf.edu](mailto:Kathleen.Becht@ucf.edu)

### **Deliverables Timetable**

<b>Item</b>	<b>Due Dates</b>	<b>Reporting Periods</b>
Biannual Reports	October 8, 2018	May 1, 2018 – September 30, 2018
Quarterly Financial Invoices	July 30, 2018 October 31, 2018	April 1, 2018 – June 30, 2018 July 1, 2018 – September 30, 2018
Student Data Report	October 8, 2018	Academic year (fall, spring, summer)
Final Report	30 days post grant end date	12 month grant year
Financial Status Report	30 days post grant end date	12 month grant year
Return of Unspent Funds	30 days post grant end date	12 month grant year
Final Invoice	Upon completion of grant activities	Within 30 days of grant year end date



Atlantic Technical College

**Budget**

This budget is designed for Atlantic Technical College's Mini-Grant activities as funded by the **Florida Consortium on Inclusive Higher Education** to enhance the quality of their inclusive comprehensive postsecondary transitions program for students with intellectual disability.

**Summary:** The content facilitator will teach instructors how to implement meaningful strategies such as Universal Design for Learning within the classroom and lab rooms. This person will also collaborate with our Career Services Advisor, School Social Worker and Disability Services Advisor to build on existing school based supports. The intensive support services will lead to successful completion of the technical program with a certificate and an internship leading to paid employment.

<b>Mini Grant Budget and Narrative</b>			
<i>Instructions: Provide a brief narrative of each of the Project affiliated and Personnel Costs by the period designated in each column.</i>	<b>Current – 9/30/2018</b>	<b>10/1/2018- 9/30/2019</b>	<b>Cumulative Expenses</b>
<b>PERSONNEL - Salary</b> Content Facilitator: One (1) Hourly Job Coach (Hours beyond contract)	\$15,000	\$25,000	\$40,000
<b>FRINGE BENEFITS (18 %)</b> Content Facilitator	\$2,700	\$4,500	\$47,200
<b>PERSONNEL - Salary</b> 1) ESE Specialist: One (1) Hourly ESE Specialist to support project implementation (Hours beyond contract)	\$2,800	\$8,047	\$58,047
<b>FRINGE BENEFITS (18 %)</b> 1) ESE Specialist	\$504	\$1,449	\$60,000
<b>TOTAL SALARIES &amp; FRINGE BENEFITS</b>	\$21,004	\$38,996	\$60,000
<b>TOTAL PROJECT BUDGET (Direct Costs)</b>			\$60,000

**Cost Share: N/A**

## APPENDIX B: FLOW-DOWN TERMS AND CONDITIONS

Enclosure 3

### UNITED STATES DEPARTMENT OF EDUCATION *Office of the Chief Financial Officer*

#### MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

**UNITED STATES DEPARTMENT OF EDUCATION**  
***Office of the Chief Financial Officer***

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

12/2014

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE  
DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

12/2014

**SPECIFIC CONDITIONS FOR DISCLOSING  
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state :

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 113-76, Consolidated Appropriations Act, 2014.

12/2014

### **Trafficking in Persons**

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii. are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

12/2014



**An Overview of Single Audit Requirements of States,  
Local Governments, and Non-Profit Organizations**

To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form, to:

Federal Audit Clearinghouse  
1201 East 10th Street  
Jeffersonville, Indiana 47132  
(301) 763-1551 (voice)  
(800) 253-0696 (toll free)  
(301) 457-1540 (fax)

Below is a summary of the single audit requirements:

- (1) Single Audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514, "Scope of Audit," except when it elects to have a program specific audit conducted.
- (2) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (3) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

12/2014

(4) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.

(5) Report Submission. The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

If the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at the address, phone, or fax number provided on page 3 of this attachment.

Grantees can obtain information on single audits from:

The OMB Publications Service, (202) 395-7332. (To obtain OMB Compliance Supplement, and Form SF-SAC: Data Collection Form)

The OMB web site. The Internet address is [www.omb.gov](http://www.omb.gov). Look under OMB "Information for Agencies", then in OMB Circulars. (To obtain OMB Compliance Supplement, and Form SF-SAC: Data Collection Form)

The Federal Audit Clearinghouse, 1-888-222-9907. (to obtain Form SF-SAC: Data Collection Form), or

The American Institute of Certified Public Accountants (AICPA). AICPA has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff. The examples can be obtained by their fax hotline: (202) 938-3797, request document number 311; or from their Internet page. The Internet address is [www.aicpa.org](http://www.aicpa.org).

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If the U.S. Department of Education is the cognizant agency for the grantee organization, the following shows, according to the location of the grantee entity, which location of the Office of Inspector General to contact for single audit-related questions. For programmatic questions, grantees should contact the Education Program Contact shown on the Department's Grant Award Notification.

U.S. Department of Education Non-Federal Audit Teams

Director, Non-Federal Audits  
Office of Inspector General  
U.S. Department of Education  
Wanamaker Building  
100 Penn Square East, Suite 502  
Philadelphia, PA 19107  
Phone: Voice (215) 656-6900  
FAX (215) 656-6397

NATIONAL OFFICE CONTACT and audits in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Puerto Rico, and the Virgin Islands.

Non-Federal Audit Team  
Office of Inspector General  
U.S. Department of Education  
1999 Bryan Street, Suite 2630  
Dallas, TX 75201-6817  
Phone: Voice (214) 880-3031  
FAX (214) 880-2492

For audits in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas.

Non-Federal Audit Team  
Office of Inspector General  
U.S. Department of Education  
8930 Ward Parkway, Suite 2401  
Kansas City, MO 64114-3302  
Phone: Voice (816) 268-0502  
FAX (816) 823-1398

For audits in Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming, and the Pacific Islands.

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