



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

**DOC ID NUMBER:**

PON2 540 2100002256

Version: 2

Record Date: 08/20/21

Document Description: Kentucky Autism Training Ctr.  
 Cited Authority: FAP111-44-00NP  
 Memorandum of Agreement - Non Profit 501 (c) 3

**APPROVED****by FAC 8/19/21**

Reason for Modification: Modification 1  
 July 1, 2021  
 Original Contract Amount: \$554,772  
 Decrease Budget Amount: \$ 84.00  
 Revised Contract Amount: \$554,688

Modification is to replace the current budget of \$554,772 with a revised budget totaling \$554,688. The total amount will be decreased by \$84.00 with some line item changes in fringes and operating expenses.

**Issuer Contact:**

Name: Dru Hawkins  
 Phone: 502-564-1980  
 E-mail: Dru.Hawkins@education.ky.gov

**Vendor Name:**

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION

**Vendor No.**

KY0032862

**Vendor Contact**

OFFICE OF SPONSORED PROGRAMS  
 ADMINISTRATION  
 300 EAST MARKET STREET SUITE 300  
 LOUISVILLE KY 40202-1959

Name: GRANTS MANAGEMENT  
 Phone: 502-852-3788  
 Email: JUDY.BRISTOW@LOUISVILLE.EDU

**Effective From:** 2021-07-05**Effective To:** 2022-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Kentucky Autism Training Ctr.	\$0.000000	\$554,688.00	\$554,688.00

**Extended Description:**

Contract Period: July 5, 2021 through September 30, 2022

Accounting Template: E76140 CFDA: 84.027A PR/Award#: H027A200032-20 SOS#0180002 100% Federal Funding

Scope of Work: The University of Louisville, Kentucky Autism Training Center (KATC) will conduct training for educators, parents and related personnel (school psychologist, behavior analyst, speech and language pathologist, etc.) on the implementation of practices to address the needs of students identified as having autism pursuant to the eligibility criteria within the Kentucky Administrative Regulations for Exceptional Children.

Method of Payment: Cost reimbursement. Contractor will submit quarterly detailed invoices consistent with the approved budget and a Kentucky Department of Education Contractor Expense Form. A final invoice MUST be submitted within 60 days of the contract expiration date.

<b>Shipping Information:</b>	<b>Billing Information:</b>
KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW  Frankfort KY 40601	KDE - Division of Financial Managment 300 Sower Blvd, 5th Floor, CSW  Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$554,688.00</b>
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### FDP Cost Reimbursement Subaward

**Federal Awarding Agency:** Other [Type in Agency] KY Dept of Education Flowthrough US Dept of Education

**Pass-Through Entity (PTE):** University of Louisville Research Foundation, Inc. **Subrecipient:** Kentucky Educational Development Corporation

**PTE PI:** R. Larry Taylor, Ed.D. **Sub PI:** Tammy Vonderheide

**PTE Federal Award No:** PON2 540 2100002256 **Subaward No:** ULRF\_22-0016-02

**Project Title:** Kentucky Autism Training Center - FY22

**Subaward Budget Period:**  
**Start:** 07/05/2021 **End:** 09/30/2022 **Amount Funded This Action (USD):** \$ 106,000.00

**Estimated Period of Performance:**  
**Start:**  **End:**  **Incrementally Estimated Total (USD):** \$

#### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be **returned to Subrecipient**. Invoices and questions concerning invoice receipt or payments shall be directed to the party's **Principal Investigator** Contact, shown in Attachment 3A.
3. **A final statement of cumulative** costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's **Principal Investigator** Contact, as shown in Attachment 3A, not later than 60 days after **the final Budget Period end date**. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and **are subject to adjustment** within the total estimated cost in the event such adjustment is necessary as a result of an adverse **audit finding against the** Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the **terms, conditions, or amounts** cited in this Subaward, and **any changes requiring prior approval**, shall be directed to the PTE's **Principal Investigator** Contact and the Subrecipient's **Principal Investigator** Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the **written approval** of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget **Bilaterally**. Unilateral modification shall be **considered valid 14 days** after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's **Principal Investigator** Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the **Federal Award**, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the **Administrative** Contact, and Subrecipient notice shall be directed to the **Administrative** Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as **allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX**, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  
 DocuSigned by:  
**Brigitte H. Fasciotto**  
 FBB59BC0E094AE  
 Name: **Brigitte H. Fasciotto, Ph.D.** Date: **9/21/2021**  
 Title: **Assistant Director, Sponsored Programs Administration**

By an Authorized Official of the Subrecipient:  
**Tammy Vonderheide**  
 Name: **Tammy Vonderheide** Date: **9/14/21**  
 Title: **Business Manager**

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

ULRF\_22-0016-02

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**ULRF\_22-0016-02**

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
06/17/21	H027A200032	84.027A
Assistance Listing Program Title (ALPT)		
Special Education Grants to States		
Key Personnel Per NOA		
R. Larry Taylor, Ed.D.		

**This Subaward Is:**

Research & Development     Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 2 CFR 200.112

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

**Human Subjects Data** (Select One)

This section left intentionally blank

This section left intentionally blank

**Additional Terms**

All terms and conditions specified in the Prime Notice of award flow down to the subawardee.

General Delay / Force Majeure: No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this subaward. If the performance by either Party of any of its obligations under this subaward (including making a payment) shall be prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the project. The Parties agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of either Party to terminate this subaward as indicated in Article 9 of the first page of this subaward.



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:  
ULRF\_22-0016-02

**PTE Information**

Entity Name: University of Louisville Research Foundation, Inc.

Legal Address: Office of Sponsored Programs Administration  
300 E. Market Street, Suite #300  
Louisville, KY 40202-1959

Website: <https://louisville.edu/research/spa>

**PTE Contacts**

Central Email: Fully Executed Agreements/Amendments should be returned to: Donnia Schlaff (Subaward Administrator) at [dmschl05@louisville.edu](mailto:dmschl05@louisville.edu)

Principal Investigator Name: R. Larry Taylor, Ed.D.

Email: [rlarry.taylor@louisville.edu](mailto:rlarry.taylor@louisville.edu) Telephone Number: 502-852-6116

Administrative Contact Name: OSPA - Corporate and Federal Contract Services

Email: [OSPA@louisville.edu](mailto:OSPA@louisville.edu) Telephone Number: 502-852-3788

COI Contact email (if different to above): [coioff@louisville.edu](mailto:coioff@louisville.edu)

Financial Contact Name: OSPA Research Accounting Services (Financial Administration)

Email: [grantfa@louisville.edu](mailto:grantfa@louisville.edu) Telephone Number: 502-852-2592

Email invoices?  Yes  No Invoice email (if different): [subinv@louisville.edu](mailto:subinv@louisville.edu)

Authorized Official Name: Brigitte H. Fasciotto, Ph.D.

Email: [grntcomp@louisville.edu](mailto:grntcomp@louisville.edu) Telephone Number: 502-852-7308

**PI Address:**

Kentucky Autism Training Center  
1405 E. Burnett Avenue  
Louisville, KY 40217

**Administrative Address:**

Office of Sponsored Programs Administration  
University of Louisville  
300 E. Market Street, Suite #300  
Louisville, KY 40202-1959

**Invoice Address:**

Office of Sponsored Programs Administration - Compliance Core  
University of Louisville  
300 E. Market Street, Suite #300  
Louisville, KY 40202-1959

**Attachment 3B**  
**Research Subaward Agreement**  
Subrecipient Contacts

Subaward Number:  
ULRF\_22-0016-02

**Subrecipient Information for FFATA**

**reporting** Entity's UEI/DUNS Name: Kentucky Educational Development Corporation (KEDC)

EIN No.: 61-0659010 Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)

UEI / DUNS: 076824770 Currently registered in SAM.gov:  Yes  No

Parent UEI / DUNS: Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)

Place of Performance Address: *This section for U.S. Entities:* Zip Code [Look-up](#)  
Congressional District: Zip Code+4:

904 Rose Road  
Ashland, KY 41102

**Subrecipient Contacts**

Central Email: tammy.von@kedc.org

Website: www.kedc.org

Principal Investigator Name: Tammy Vonderheide

Email: tammy.von@kedc.org Telephone Number: 6069280205

Administrative Contact Name: Tammy Vonderheide

Email: tammy.von@kedc.org Telephone Number: 6069280205

Financial Contact Name: Tammy Vonderheide

Email: tammy.von@kedc.org Telephone Number: 6069280205

Invoice Email: tammy.von@kedc.org

Authorized Official Name: Tammy Vonderheide

Email: tammy.von@kedc.org Telephone Number: 6069280205

**Legal Address:**

904 Rose Road  
Ashland, KY 41102

**Administrative Address:**

904 Rose Road  
Ashland, KY 41102

**Payment Address:**

904 Rose Road  
Ashland, KY 41102



**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:  
**ULRF\_22-0016-02**

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's **Principal Investigator** within **15** days of the end of the month.
- Quarterly technical/progress reports will be submitted within 7 days after the end of each project quarter to the PTE's **Principal Investigator**.
- Bi-Annual technical/progress reports will be submitted within **60** days prior to the end of each budget period to the PTE's **Principal Investigator**. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's **Principal Investigator** within **60** days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's **Principal Investigator** in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is restricted for this subaward by the: **Federal Awarding Agency**

*Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.*

Submit carryover requests to the **Principal Investigator**.

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's **Principal Investigator** within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's **Principal Investigator** within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: **Upon Request**

- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Additional Technical and Reporting Requirements:**

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

ULRF\_22-0016-02

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Field Training Coordinator (FTC) facilitates statewide efforts to develop relationships with disability, education, employment, healthcare and community groups. Specifically, FTCs develop, deliver, coach and evaluate training protocols for families and professionals in community settings, with emphasis on school services.

Rationale :

Securing FTCs who are regionally based promote efficiency and effectiveness of the statewide work of the Kentucky Autism Training Center by reducing travel time and costs; develop and maintain the relationships with agencies that are closest where individuals with autism and their families reside; and, help to promote the coordination of services through those relationships.

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input style="width: 50px; text-align: center;" type="text" value="8"/> % Rate Type: <input style="width: 150px;" type="text" value="Modified Total Direct Costs"/>	<b>Cost Sharing</b> <input style="width: 100px;" type="text" value="No"/> If Yes, include Amount: \$ <input style="width: 80px;" type="text"/>
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**Budget Details**  Below  Attached,  pages

**Budget Totals**

Direct Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="98,148.00"/>
Indirect Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="7,852.00"/>
Total Costs	\$	<input style="width: 90%; text-align: right;" type="text" value="106,000.00"/>

*All amounts are in United States Dollars*

Kentucky Educational Development Corporation. (Kimberly Howard) will serve as a Field Training Coordinator for the Kentucky Autism Training Center as described in the attached Scope of Work.

The Salary and Benefits schedule is listed below:

2021-22 Sub-recipient Contract Through the Cooperatives

<b>Sub-recipient- Kentucky Educational Development Corporation (Kimberly Howard)</b>	
Salary (Through a contract & not from the GRREC Schedule)	\$68,983
<i>Total Salary</i>	<i>\$68,983</i>
Worker's Compensation	\$186
Unemployment = 1% of first \$6,000 earned in cal. year	\$60
Medicare = 1.45%	\$916
Sick Leave Fund = 1%	\$690
TRS-Federal = 16.105%	\$11,110
Health Insurance = Selected Plan & Level of Coverage	\$13,691
<i>Total Fringe</i>	<i>\$26,653</i>
<b>Total Salary &amp; Fringe</b>	<b>\$95,636</b>
Office Supplies	\$2,512
<i>Total Direct Costs</i>	<i>\$98,148</i>
<i>Indirect Cost = 8%</i>	<i>\$7,852</i>
<b>Total Costs</b>	<b>\$106,000</b>

KEDC \$106,000

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.