



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE OF FINANCE AND OPERATIONS  
OFFICE OF ACQUISITION AND GRANTS ADMINISTRATION

June 29, 2021

Superintendent Jon Fernandez  
Guam Department of Education  
500 Mariner Avenue  
Barrigada, Guam 96913

Dear Superintendent Fernandez:

Enclosed are Federal Fiscal Year (FFY) 2021 specific conditions for U.S. Department of Education (Department) grants awarded to the Guam Department of Education (GDOE). The Department acknowledges and appreciates GDOE's efforts to strengthen the administration of Federal funds. The Department will continue to partner with GDOE to determine the type of needed actions and support that would be most helpful moving forward to administer and manage Federal education funds with fidelity to meet the social, emotional, mental health, and academic needs of students.

These specific conditions will apply to all grants awarded by the Department to GDOE on or after the date of these specific conditions, including any funds awarded by the Department to GDOE under the American Recovery Plan (ARP), the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and any CARES Act or CRRSA Act funds that the Guam Governor awards to GDOE. Additionally, these specific conditions apply to all grant funds previously awarded by the Department to GDOE that are still available for obligation or liquidation on the date of these specific conditions, including any funds awarded by the Department to GDOE under the ARP, CRRSA Act, CARES Act and any CARES Act or CRRSA funds that the Guam Governor awarded to GDOE.

The Department is continuing for FFY 2021 the FFY 2020 specific conditions and GDOE's designation as a high-risk grantee pursuant to the Department's authority in 2 CFR §§200.207 and 3474.10 in response to the need for GDOE to take actions that fully address the significant issues in its management of, and accountability for, Department grant funds. These issues led to the FFY 2003 designation of GDOE as a "high-risk" grantee under former 34 CFR § 80.12, the FFY 2007 requirement that GDOE develop and implement a Comprehensive Corrective Action Plan (CCAP) to address these issues, and the FFY 2009 requirement that GDOE must have the assistance of a third-party fiduciary agent (TPFA) to oversee the financial management of Department funds, to assist GDOE in implementing its CCAP, and to assist GDOE in implementing a new Financial Management Improvement System (FMIS).

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*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

On May 29, 2018, GDOE submitted to the Department a formal request for reconsideration of the specific conditions applicable to its Department grant funds. For the past 18 months, the Department has worked with GDOE to: (1) develop a process for reconsideration, resulting in a Reconsideration Evaluation Plan (REP); and (2) complete the implementation of the REP as a prerequisite for the Department to make a determination to modify future specific conditions. The REP is designed to: 1) provide clear guidance to GDOE on actions that it must take and complete during the reconsideration process; 2) inform the Department as it determines the extent to which specific conditions may be removed and the extent to which financial management responsibilities may be returned incrementally (or otherwise) to GDOE; and 3) inform the Department as it determines whether GDOE has taken all necessary actions to render it capable of performing the financial management responsibilities currently performed by the TPFA, ultimately resulting in the removal of the requirement for the TPFA. The REP replaced the CCAP as the document against which GDOE's progress will be measured during the process of reconsidering the specific conditions.

GDOE will also continue working with the third-party fiduciary agent to adopt processes that will lead to GDOE demonstrating its ability to take control of key Department grant management responsibilities. Meanwhile, the TPFA will continue to perform fiscal management responsibilities for GDOE's Department funds. The Department understands that GDOE proposes to submit its restructuring plan to the Department for approval prior to implementation.

The Department conducted a virtual REP validation review the week of July 13, 2020 in lieu of an onsite validation, which was used to inform the Department's determination of GDOE progress toward addressing the completion of the REP requirements and the specific conditions placed on its Department grant funds. During the review, the Department assessed GDOE's capacity to perform financial management responsibilities relative to the Department's grant funds. Additionally, in accordance with section III.C of the specific conditions, the Department used this review to identify any specific conditions that it determined to have been addressed. At the conclusion of the virtual monitoring process, the Department removed the requirement for TPFA oversight of the physical inventory process on a 6-month probationary basis beginning August 31, 2020 and concluding January 31, 2021. **NOTE: The Department acknowledges the need to extend this probationary/trial period to September 30, 2021, which will allow GDOE time to complete a full physical inventory.** During this period, the Department is relying on the TPFA to closely monitor the process and confirm GDOE staff's ability to sustain the improvements and ultimately their readiness to assume the responsibilities of the TPFA on a permanent basis. Additionally, after discussions with several GDOE staff regarding the time certification process, the Department agreed to a reduction in the number of required GDOE signatures as part of the bi-weekly employee time certification and reimbursement processes.

The attached FFY 2021 specific conditions describe the ongoing responsibility of GDOE to work with the TPFA, as well as the role and responsibilities of the TPFA in administering Department grant funds. The FFY 2021 specific conditions also require GDOE to finalize the implementation of the remaining areas of its REP, upon which the Department may make additional modifications to the specific conditions, including the removal of the requirement for oversight of Department funds by a TPFA. As noted under section III.E, the REP must be

incorporated as an addendum to the contract between GDOE and the TPFA, inclusive of the responsibilities for GDOE and the TPFA described in Attachments A and B of these conditions. The Office of Acquisition and Grants Administration, Risk Management Services Division is committed to engage with GDOE leadership to verify the status of GDOE's progress under the REP, and toward transitioning responsibilities currently performed by the TPFA back to GDOE staff. In the interim, RMSD has committed to scheduling an informal virtual REP monitoring session with the GDOE Internal Auditor to discuss the parameters and timeframe for the next virtual REP validation monitoring.

The Department also continues its commitment to provide technical assistance to GDOE during the reconsideration evaluation process. If you have any questions or require further assistance, please contact Christine Jackson at (202) 615-3663 or via e-mail at [christine.jackson@ed.gov](mailto:christine.jackson@ed.gov).

Sincerely,

Phillip Juengst  
Deputy Assistant Secretary  
Office of Acquisition and Grants Administration

Enclosure

cc: Governor Lou Leon Guerrero  
Mary Guterrez, Chairman, Guam Education Board  
Congressman Michael San Nicolas

**Guam Department of Education**  
**Federal Fiscal Year 2021 Specific Conditions**

PREAMBLE: These specific conditions are imposed on all program grants issued by the U.S. Department of Education (Department) to the Guam Department of Education (GDOE) on or after the date of these specific conditions, including any funds awarded by the Department to GDOE under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and any CARES Act funds that the Guam Governor awards to GDOE. Additionally, as described herein, these specific conditions apply to grant funds previously awarded by the Department to GDOE that are still available for obligation or liquidation on the date of these specific conditions, including any funds awarded by the Department to GDOE under the CARES Act and any CARES Act funds that the Guam Governor awarded to GDOE. These specific conditions are applied to these program grant funds in accordance with regulations governing “high-risk” grantees and specific conditions in 2 CFR §§ 200.207 and 3474.10 in the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Pending GDOE’s completion and implementation of measures that are in progress and designed to address deficiencies in its financial management and administration of Department funds, these specific conditions are imposed on GDOE’s Department grants to ensure that GDOE implements Department grant awards in accordance with applicable legal requirements and with appropriate fiscal accountability measures, management practices and controls.

I. BACKGROUND

In September 2003, the Department designated GDOE a “high-risk” grantee under the authority of former 34 CFR § 80.12. This was based on the Department’s determination that GDOE lacked fiscal and programmatic accountability in the administration of Federal education programs as evidenced by its failure to provide the Department with timely and complete single audits, as required by the Single Audit Act, and by the auditors’ declaration that GDOE’s records for FFYs 1998-2000 were unauditible.

In the special conditions imposed on GDOE’s FFY 2007 grant awards, the Department required GDOE to develop a Comprehensive Corrective Action Plan (CCAP) to address the underlying problems associated with its high-risk designation. The CCAP was meant to address persistent problems related to GDOE’s internal controls, including accounting and reconciling its financial records for Department grant funds in accordance with Federal requirements; implementing monitoring to ensure that grant and subgrant-supported activities are carried out in accordance with Federal program statutes, regulations, and other requirements; instituting procurement and property management processes that comply with Federal requirements; and implementing appropriate cash management procedures. GDOE developed a CCAP but failed to make significant progress in implementing the CCAP measures. In particular, GDOE did not make substantial progress in implementing its Financial Management Improvement Plan (FMIP), a core feature of the CCAP that involves instituting a Financial Management Improvement System

(FMIS) to enable GDOE to significantly improve its financial management of Department grant awards.

In November 2009, based on GDOE's lack of progress over two years under the CCAP, and in accordance with section II.H of the FFY 2008 and 2009 special conditions applicable to GDOE's Department grant awards, the Department issued amended specific conditions to GDOE dated November 25, 2009, which notified GDOE that it would require GDOE to procure the services of a third-party fiduciary agent, acceptable to the Department, to perform the financial management duties required under Federal regulations for all Department grant awards made to GDOE. The requirement for a third-party fiduciary agent is maintained in these FFY 2021 special conditions, as set forth in further detail below. In addition, because GDOE has not, to date, met the requirements regarding the management of Department funds by States (formerly in Part 80 of the Education Department General Administrative Regulations (EDGAR), replaced by the Uniform Guidance, 2 CFR Part 200), these specific conditions explicitly require GDOE to comply with the provisions of the Uniform Guidance that apply to grantees other than States.

## II. SPECIFIC CONDITIONS

### A. Requirement for Third-Party Fiduciary Agent

On September 13, 2010, GDOE entered into a contract with a third-party fiduciary agent, Alvarez & Marsal, LLC (A&M), approved by the Department, as required by section II.A of the FFY 2009 Amended Special Conditions imposed on Department grants awarded to GDOE. GDOE has maintained this contract with A&M since then, and it is currently in place through October 31, 2021, with the understanding that GDOE will take steps necessary to extend the contract past that date, should the requirement for a third-party fiduciary agent continue through and past October 31, 2021. The Department will not authorize the obligation, liquidation or expenditure of Department funds unless a third-party fiduciary agent is in place for the full period of these specific conditions, or until the Department notifies GDOE in writing that the services of a third-party fiduciary agent are no longer required.

### B. Responsibilities of GDOE and the Third-Party Fiduciary Agent (Agent) Concerning Administration of Grant Funds

The responsibilities and requirements of GDOE in working with the Agent are set forth in Attachment A to these specific conditions. The responsibilities and requirements of the Agent in carrying out the financial management duties for GDOE's Department grants are set forth in Attachment B to these specific conditions.

### C. Reconsideration Evaluation Plan (REP)

1. On May 29, 2018, GDOE submitted to the Department a formal request for reconsideration of the FFY 2018 specific conditions applicable to its Department grant funds. Subsequently, the Department and GDOE worked together to develop a

process for reconsideration, resulting in a Reconsideration Evaluation Plan (REP). The REP is based on the FFY 2018 specific conditions, the 2005 Office of Inspector General (OIG) audit report, and the Department's review and assessment of the status of GDOE quarterly reports under its Comprehensive Correction Action Plan (CCAP). The CCAP, originally developed in 2007 and since revised, was designed to address the fiscal deficiencies in administering Department grant awards that led to GDOE's designation as a "high-risk" grantee. It contained tasks with measurable objectives and completion dates to correct a number of recurring findings, including the development and implementation of the FMIS, the strengthening of internal controls over financial management and procurement, and the strengthening and improvement of GDOE's Business Office operations. Until now, the CCAP, and the CCAP quarterly reports, had served as the vehicle for measuring GDOE's progress in addressing the identified fiscal deficiencies. Pursuant to these specific conditions, the REP now serves as the sole plan against which GDOE's progress will be evaluated during the reconsideration process.

2. The REP was developed in a manner to: 1) provide clear guidance to GDOE on actions that it must take and complete during the reconsideration process; 2) inform the Department as it determines the extent to which specific conditions may be removed and the extent to which financial management responsibilities may be returned to GDOE without continuing third-party fiduciary agent oversight for those responsibilities, including on an incremental basis, as appropriate; and 3) inform the Department as it determines whether GDOE has taken all necessary actions to render it capable of performing the financial management responsibilities currently performed by the Agent, ultimately resulting in the removal of the requirement for the Agent.
3. The REP contains benchmarks, identifies the documentation that GDOE must submit for evaluation to the Department and submission deadlines, and describes the manner of evaluation by the Department, either onsite or virtual. As described in the REP, the GDOE Internal Audit Office (IAO) has responsibility for reviewing documentation of completion and validating its sufficiency. Department staff have deemed 72 of the total 137 REP requirements (53%) as complete. Specifically, the following documentation submissions have been reviewed and determined as complete by Department staff in each of the following REP sections: Employee Time Tracking (2%); Financial Management Improvement System (53%); Internal Controls (74%); Procurement (69%); and Property Management (68%).

#### D. Single Audits

GDOE must continue to ensure that its single audits are conducted, and audit reports submitted, annually and in a timely and complete manner. All single audits must be completed and reports published within nine months after the end of each fiscal year, as required by the Single Audit Act, as amended. If GDOE expects an audit or report to be submitted late, it must promptly notify the Department's contact person of the reason and extent of the delay.

The Department acknowledges that both GDOE and the Agent, acting on behalf of GDOE, are maintaining records related to the management of GDOE's Department grant funds and that the Agent is maintaining the financial management system for GDOE's Department grant funds. Accordingly, both GDOE and the Agent are required to provide the auditors with access to all records necessary to facilitate an effective audit of the Department grant and matching funds made available to GDOE.

### III. ADDITIONAL PROVISIONS

#### A. Failure to Comply with Conditions

Failure to comply with any of these specific conditions will negatively impact GDOE's ability to continue to receive grant funds from the Department. These terms and conditions do not preclude the Department from taking any authorized enforcement or other actions at any time, including, but not limited to, withholding of Department funds.

#### B. Submission of Reports

All reports or other submissions that GDOE or the Agent are required to submit to the Department under these specific conditions must be submitted electronically to:

Christine Jackson  
christine.jackson@ed.gov

#### C. Reconsideration and Modifications

4. At any time, GDOE may request reconsideration of the above specific conditions by contacting the Department staff named above in paragraph III.B of these conditions, and stating in writing the reasons why GDOE believes any particular condition should be amended or removed. The Department may impose additional specific conditions or modify these specific conditions, as appropriate. The Department will remove the specific conditions in total at such time as GDOE fully demonstrates, to the Department's satisfaction, the ability to manage Department funds, and property acquired with Department funds, in a manner that complies with applicable Federal requirements concerning accountability and grants management. In the interim, as appropriate, certain specific conditions may be removed incrementally, and the specific financial and management responsibilities corresponding to those conditions returned to GDOE without requirement for third-party fiduciary agent oversight, as GDOE completes, and the GDOE IAO and the Department review and validate completion of, benchmarks identified in the REP. To date, the Department has deemed 72 of the 137 REP requirements as complete, representing documentation submissions in each of the following REP sections: Employee Time Tracking (2%); Financial Management Improvement System (53%); Internal Controls (74%); Procurement (69%); and Property Management (68%).

D. Notification and Approval of Amendments to Contract Between GDOE and Agent

GDOE must notify the Department of any proposed amendment to the contract between GDOE and the Agent and must submit the proposed amendment to the Department for approval prior to execution of the amendment by the parties.

Dated: June 29, 2021



Attachment A to the GDOE FFY 2021 Specific Conditions

Responsibilities and Requirements of GDOE

(to be incorporated into any contract for services with the Agent)

The responsibilities and requirements of GDOE in working with the Agent under these GDOE FFY 2021 specific conditions are as follows:

1. GDOE must work cooperatively and in a timely manner with the Agent to implement the activities and responsibilities described in these specific conditions.
2. GDOE must permit the Agent's personnel to have access to all financial books, records, and reports related to funds made available to GDOE by the Department, or used for matching, and access to GDOE personnel for discussion regarding the services the Agent must perform under these specific conditions, as provided for in the contract between GDOE and the Agent.
3. GDOE must notify the Department when any dispute arises and remains unresolved between the Agent and GDOE concerning the implementation or continuation of the contract with the Agent, or the implementation of activities supported by Department grants, including the financial management of grant funds. GDOE agrees that the Department may assist in the resolution of any such unresolved dispute and agrees to cooperate with any requests from the Department for additional information related to the dispute and to participate in conference calls with the Agent and the Department. This does not preclude GDOE and the Agent from including formal dispute resolution mechanisms in their contract.
4. GDOE must comply with all Federal laws and regulations that apply to the receipt and use of funds awarded under Department grants, including those under EDGAR, and applicable Federal program statutes and regulations.
5. GDOE remains responsible for the provision of programmatic services under Department grants.
6. Prior to any drawdowns or disbursements, GDOE must provide the Agent with a line-item budget for the total amount of each grant and subgrant, if applicable, that has been approved and verified by the Department. The line-item budget must include amounts for State administration, State-level program activities, and local-level program activities. For purposes of the Consolidated Grant to Insular Areas (Consolidated Grant), GDOE must provide the Agent with line-item budgets for each program under which GDOE will use Consolidated Grant funds. The line-item budget for each of these programs must be based on the total amount of Consolidated Grant funds to be used for each program and include amounts for State administration, State-level program activities, and local-level program activities.
7. GDOE is responsible for: (i) executing drawdowns of funds under the grants from the Department's Grants Management System (G5) so that funds are deposited into a

- separate bank account established and maintained by the Agent; and (ii) providing to the Agent, for deposit into the separate bank account established by the Agent, any matching funds required for the grants. GDOE understands and agrees that it must draw down funds and provide any applicable matching funds to the Agent within 24 hours of receipt of a written request from the Agent. Consideration may be given for reasonable delays due to any time differences that may exist between GDOE and its vendors. However, failure by GDOE to comply with this condition may result in the transfer of drawdown authority to the Agent, at the Department's discretion. Upon receiving notice of GDOE's failure to draw down funds in accordance with this condition, the Department will decide whether to transfer drawdown authority to the Agent. Upon receiving written notice of a decision by the Department to transfer drawdown authority to the Agent, GDOE must take all steps necessary to provide the Agent with full authority to perform drawdowns, including providing any information and authorization that the Department needs to recognize the Agent as the entity with drawdown authority.
8. GDOE must use fiscal control and accounting procedures that meet the requirements imposed on non-Federal entity grantees in 2 CFR §§ 200.302, 200.303, and 200.305(b).
  9. GDOE must expend Federal and matching funds only for costs that are allowable under the respective grant programs, in accordance with the regulations and cost principles in 2 CFR Part 200, Subpart E. Additionally, for purposes of the Consolidated Grant, GDOE must expend Federal and matching funds only for allowable costs under, and included in, each Department-approved Consolidated Grant plan applicable to the fiscal year in which the costs were obligated. GDOE acknowledges that the Agent has the responsibility to ensure that Department funds are used only for allowable costs, including costs that are necessary, reasonable, and allocable to the respective grants as required by 2 CFR Part 200, Subpart E, and that are procured in accordance with applicable procurement requirements in 2 CFR §§ 200.318-200.326. Where there is a question as to whether a cost is allowable, the Agent must raise this question with GDOE and, if the Agent deems it necessary, may also request assistance from the Department in determining the allowability of any expenditure.
  10. GDOE must coordinate the timing of drawdowns and disbursements with the Agent to ensure that payments to staff, vendors and providers are prompt and timely. To the extent feasible, GDOE must draw down funds in a timely manner so that funds under the grants are deposited to the separate bank account on the same day that funds are drawn from the account to liquidate obligations under the grants. GDOE, as appropriate and at the Agent's direction, must draw down sufficient funds under a grant to cover each approved request for payment.
  11. GDOE must charge its grants only for costs resulting from obligations that were properly made during the period of availability for the funds, including any carryover period. To ensure against the lapsing of Department funds, GDOE must provide the

Agent with the amount and nature of all obligations in a timely manner to ensure that obligations are liquidated no later than 90 days after the end of the funding period, or during any extension of that period authorized by the Department, in accordance with 2 CFR § 200.343(b).

12. GDOE must establish and maintain an effective process for tracking and reporting time and effort spent by all employees whose salaries are paid under Department grants, including, but not limited to, maintaining accurate and up-to-date employee staffing lists and notices of personnel actions, distributing time among different funding sources for split-time employees, making timely and accurate adjustments to time and effort information entered into the payroll system, and properly allocating salary costs among Department grants based on records that accurately and properly record the distribution of each employee's work on multiple cost objectives, the time the employee attends work, and, for those employees who work on a single cost objective, semiannual certifications. GDOE must carry out these responsibilities consistent with Federal requirements in 2 CFR Part 200, Subpart E, and more specifically, 2 CFR §§ 200.430 and 200.431.
13. GDOE must work with the Agent to ensure that the charging of direct and indirect costs against the respective Department grants is consistent with the applicable restricted and unrestricted indirect cost rates negotiated with, and approved by, the U.S. Department of Interior (GDOE's cognizant Federal agency), and that copies of any indirect cost rate proposals or agreements are provided to the Agent and comply with the applicable requirements of 2 CFR Part 200, Subpart E, and 34 CFR §§ 75.560-564 (discretionary grants) and 34 CFR §§ 76.560-569 (formula grants).
14. GDOE must grant the Agent authority to enter into contracts with vendors on behalf of GDOE, and in doing so, GDOE must cooperate with the Agent to ensure compliance with the provisions for procurement set forth in 2 CFR §§ 200.318-200.326.
15. GDOE must provide effective oversight of proposed procurements, including, but not limited to, training all staff on, and reviewing all requisitions against, local and Department requirements for procuring goods and services, to facilitate the timely review and approval of purchase orders by the Agent, and to reduce the number of requisitions that are disallowed by the Agent for not meeting these requirements.
16. GDOE must ensure that within 24 hours of receipt of a vendor's invoice from the Agent, GDOE staff must (i) accept or reject the goods or services, and, if accepted, (ii) draw down funds for the vendor payment for deposit into the separate bank account maintained by the Agent.
17. GDOE must work with the Agent to ensure that all tangible personal property procured under Department grants is managed in accordance with the requirements of 2 CFR §§ 200.313(a) and (c)-(e) to ensure that such property is properly inventoried, maintained, and stored to prevent loss, damage, or theft of such property.

18. All transactions under the contract between GDOE and the Agent must be consistent with all applicable Federal requirements, including those in the Uniform Guidance at 2 CFR Part 200 and EDGAR at 34 CFR Parts 75 or 76, as appropriate.
19. In transferring to a new Financial Management Improvement System (FMIS), GDOE must work with the Agent as the Agent assists in (i) training the appropriate GDOE employees, (ii) providing transition assistance (including, but not limited to, transferring all necessary data from the Agent to the new FMIS), and (iii) communicating information from the Agent to any other contractor involved in implementing the new FMIS.
20. Except as noted herein, GDOE shall comply with all applicable provisions of EDGAR.
21. GDOE may include any other terms in the contract with the Agent, consistent with those above, as are necessary to ensure timely liquidation of all Department funds; timely payment to staff, providers and vendors; and general financial management consistent with applicable Federal regulations and Department grant awards.

Attachment B to the GDOE FFY 2021 Specific Conditions

Responsibilities and Requirements of the Third-Party Fiduciary Agent  
(to be incorporated into any contract for services with the Agent)

The responsibilities and requirements of the Agent under these GDOE FFY 2021 specific conditions are as follows:

1. The Agent must work cooperatively and in a timely manner with GDOE to implement the activities and responsibilities described in these specific conditions.
2. The Agent's role encompasses financial management responsibilities concerning Department grants, including, but not limited to, processing payments and disbursements, maintaining financial records, financial reporting, instituting and applying procurement, inventory, and payroll procedures that comply with applicable Federal requirements, and other duties as more fully described below.
3. The Agent must use the line-item budgets submitted by GDOE, as described in Attachment A, section 6, to track projected and actual expenditures for the programs under Department grants. The Agent must ensure that the expenditures proposed are only for allowable costs under each grant.
4. The Agent must establish, maintain, and manage a separate bank account for all Department grant funds, including funds awarded by the Department to GDOE under the CARES Act and any CARES Act funds that the Guam Governor awards to GDOE. GDOE and the Agent must work with the Guam Governor to ensure that any CARES Act funds that the Guam Governor awards to GDOE are properly deposited in the separate bank account maintained by the Agent. The Agent must provide GDOE, as appropriate, with written notice (e.g., copy of invoice) of when funds are needed for a disbursement under a particular grant.
5. The Agent must acknowledge that GDOE has drawdown authority and that it understands and agrees that it must draw down funds and provide any applicable matching funds to the Agent within 24 hours of receipt of the written notice from the Agent. Consideration may be given for reasonable delays due to any time differences that may exist between GDOE and its vendors. Failure by GDOE to reasonably comply with this condition concerning the time within which it must draw down funds may result in the Department requiring the transfer of drawdown authority to the Agent. In the event of GDOE's failure to draw down funds in accordance with this condition, the Agent must notify the Department, and the Department will determine whether drawdown authority must be transferred to the Agent. If so, then immediately upon written notice of this decision from the Department, GDOE, as appropriate, must take all steps necessary to provide the Agent with full authority to perform drawdowns, including providing any information and authorization that the Department needs to recognize the Agent as the entity with drawdown authority.

6. The Agent must use fiscal control and accounting procedures that meet the requirements imposed on non-Federal entity grantees in accordance with 2 CFR §§ 200.302, 200.303, and 200.305(b).
7. The Agent must expend funds only for costs that are allowable under the respective grant programs, in accordance with 2 CFR Part 200, Subpart E. Additionally, for purposes of the Consolidated Grant, the Agent must expend funds only for allowable costs under, and included in, each Department-approved Consolidated Grant plan applicable to the fiscal year in which the costs were obligated. If the Agent questions whether an expenditure is allowable, the Agent must raise this question with GDOE. If the Agent deems it necessary, the Agent may also request assistance from the Department in determining the allowability of any expenditure.
8. The Agent must determine the value of any in-kind property or services donated to or provided by GDOE that are used to meet cost sharing or matching requirements as required by 2 CFR § 200.306, and must maintain records sufficient to document the basis for those valuations.
9. The Agent must take steps to prevent the lapsing of funds available under the grants, including ensuring timely disbursement of funds through the use of methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement as specified in GDOE's Treasury-State agreement, as required under the Cash Management Improvement Act and Treasury regulations at 31 CFR Part 205. For grant programs not included in GDOE's Treasury-State agreement, the Agent must meet the requirements in 2 CFR § 200.305(b). GDOE and the Agent must coordinate the timing of drawdowns and disbursements to ensure that payments to staff, vendors and providers are prompt and timely. Should the Agent assume drawdown responsibility, it must draw down funds in a timely manner so that funds under the grants are deposited to the separate bank account on the same day that funds are drawn from the account to liquidate obligations under the grants, to the extent feasible. The Agent must ensure that any interest earned on advances of grant funds is repaid annually, as required by 2 CFR § 200.305(b)(9).
10. The Agent must charge Department grants only for costs resulting from obligations that were properly made during the period of availability for the funds, including any carryover period. To ensure against the lapsing of Department funds, the Agent must liquidate obligations no later than 90 days after the end of the funding period or during any extension of that period authorized by the Department, in accordance with 2 CFR § 200.343(b).
11. The Agent may seek approval from the Department to charge allowable pre-award costs incurred by GDOE against grant awards to which these special conditions apply. The Agent must submit any request for pre-award costs to the Department in writing and may not reimburse any pre-award costs unless it receives written approval from the Department.

12. The Agent must establish and maintain a process for tracking and reporting time and effort spent by all employees whose salaries are paid under Department grants, including distribution of time among different funding sources for split-time employees, timely and accurate adjustments to time and effort information in the payroll system, and proper allocation of salary costs among Department grants based on records that accurately and properly record the distribution of each employee's work on multiple cost objectives, the time the employee attends work, and, for those employees who work on a single cost objective, semiannual certifications. To carry out the responsibilities under this paragraph, the Agent must conduct an assessment of GDOE's internal controls over payroll operations to ensure that the payroll process is functioning as intended and calculations of gross earnings from all work performed during the pay period are correct; an assessment to determine that there are proper controls and procedures for identifying employees who are paid in whole or in part from Department grant awards; an assessment to determine whether employees are being compensated at their approved salaries/pay rates and from appropriate funding sources; and other tests to ensure that payroll earnings, deductions, and withholdings are made in accordance with the law and correspond to information contained in the employee master file. The Agent must carry out the responsibilities under this paragraph consistent with Federal requirements in 2 CFR Part 200, Subpart E.
13. The Agent must work with GDOE to ensure that the charging of direct and indirect costs against the respective Department grants is consistent with the applicable restricted and unrestricted indirect cost rates negotiated with, and approved by, the U.S. Department of Interior (GDOE's cognizant Federal agency), and that any indirect cost rate proposals or agreements comply with the applicable requirements of 2 CFR Part 200, Subpart E, and 34 CFR §§ 75.560-564 (discretionary grants) and 34 CFR §§ 76.560-569 (formula grants). In disbursing funds for allowable costs under the grants, the Agent must distinguish between direct and indirect costs and use accurate methods to allocate funds correctly between these two cost categories.
14. The Agent must establish contacts and working relationships with prospective vendors that can provide goods and services that GDOE needs under the grants. The Agent must have authority to enter into contracts with vendors on behalf of GDOE, and, in doing so, must comply with the provisions for procurement set forth in 2 CFR §§ 200.318-200.326.
15. Within 24 hours of the Agent's receipt of a vendor invoice, the Agent must provide a copy of the invoice to GDOE and ensure that the goods or services delivered are available for inspection and acceptance or rejection by GDOE staff requesting the goods or services. Consideration may be given for reasonable delays due to any time differences that may exist between GDOE and its vendors. The Agent must pay vendors for the delivered goods or services and must, to the extent possible, disburse funds to the vendors on the same day that funds are deposited into the separate bank account maintained by the Agent. The Agent must make payments by electronic funds transfer (EFT) or by paper draft if EFT is not available or possible for a particular vendor.

16. The Agent must manage all tangible personal property procured under the grants in accordance with the requirements of 34 CFR §§ 200.313(a) and (c)-(e).
17. The Agent must maintain records that fully show the amount of funds under each grant, how GDOE uses the funds, the total cost of each project, the share of that cost provided from other sources, and other records to facilitate an effective audit, in accordance with 34 CFR § 75.730 (discretionary grants) and § 76.730 (formula grants). The Agent, acting on behalf of GDOE, must retain records in accordance with the provisions of 2 CFR § 200.333.
18. In general, the Agent must use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, Federal funds, in accordance with 34 CFR § 75.702 (discretionary grants) and § 76.702 (formula grants), and 2 CFR §§ 200.302, 200.303, and 200.305(b).
19. The Agent must maintain insurance as required under the terms of the contract. All transactions under the contract between GDOE and the Agent must be consistent with all applicable Federal requirements, including the Uniform Guidance at 2 CFR Part 200 and EDGAR at 34 CFR Part 75 or 76, as appropriate.
20. The Agent must comply generally with the requirements of 2 CFR § 200.327. Specifically, the Agent must produce quarterly reports concerning financial transactions of GDOE for submission to the Department, detailing for each grant award, including for each individual program for which GDOE is using Consolidated Grant funds: a) the date of receipt, and the amount, of each approved payment request; b) the date and amount of each draw down deposit; c) the date and amount of each payment or disbursement by the Agent; and d) any interest or other funds remaining in the account at the end of the quarter. These amounts must also be grouped by and comparable with the projections in the line-item budgets described above in Attachment A, section 6, and must be reconciled with the Department's G5. This reconciliation must include drawdown dates, drawdown amounts and available balances, by award. These reports shall be due within 10 working days after the end of each quarter.
21. As GDOE implements and transfers to a new FMIS, the Agent must work with GDOE to assist in the training of employees and to provide transition assistance, including, but not limited to, transferring all necessary data from the Agent to the new FMIS, communicating information from the Agent to the contractor implementing the new FMIS, and providing feedback to GDOE and the Department on GDOE's implementation of the new FMIS.
22. Except as noted herein, the Agent must comply with all provisions of EDGAR and the Uniform Guidance applicable to the Department grants awarded to GDOE.