

**MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
HOMELAND SECURITY DIVISION**

**Special Conditions and Reporting Requirements for Sub-Recipients**

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1. Sub-recipient agrees to adhere to all policies and guidance documents set by the Executive Office of Public Safety and Security (EOPSS) regarding use of the U.S. DHS-FEMA federal homeland security funding.
2. Sub-recipient agrees that a detailed budget and plan must be submitted to EOPSS for review and approval prior to expenditure of funds. The budget and plan shall adhere to the applicable U.S. DHS program guidelines and application kit. In addition, the plan and budget shall be consistent with the current Massachusetts State Homeland Security Strategy, and if applicable, the UASI Homeland Security Strategy.
3. With the exception of the Port Security Grant Program (PSGP) and Buffer Zone Protection Program (BZPP) Grant, any adjustment to a sub-recipient's approved budget in excess of ten percent (10%) must be reviewed and approved by the EOPSS prior to expenditure. Any and all BZPP and/or PSGP revisions must be reviewed and approved by both EOPSS and FEMA prior to expenditure.
4. With the exception of the Port Security Grant Program (PSGP) and Buffer Zone Protection Program (BZPP) Grant, any substantive adjustment to a sub-recipient's scope of work (e.g., conduct of two exercises rather than four) must be reviewed and approved by the EOPSS prior to expenditure. Any and all BZPP and/or PSGP revisions must be reviewed and approved by both EOPSS and FEMA prior to expenditure.
5. Sub-recipient agrees to adhere to current *EOPSS Guidance for Using Federal Homeland Security Funds for Trainings and Exercises*
6. Sub-recipient agrees to be compliant with the National Incident Management System (NIMS). This includes participation (when requested) in the annual, on-line NIMSCAST). NIMS is a comprehensive incident response system, developed by the Department of Homeland Security as required by HSPD-5. Implementation of and compliance with NIMS is critical to ensuring full and robust preparedness across the nation and in the Commonwealth of Massachusetts.
7. Sub-recipient agrees to comply with the following:

**Administrative Requirements**

44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;

2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110);

**Cost Principles**

2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87);

2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21);

2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122);

Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

## Audit Requirements

OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*

8. Sub-recipient agrees that federal funds under this award will be used to supplement, and not supplant state or local funds.
9. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of DHS.
10. **Press.** Sub-recipient agrees to proactively notify EOPSS of any interactions or planned media outreach regarding activities funded under this grant program.
11. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by the EOPSS Homeland Security Division for inspection and copying.
12. **Civil Rights Requirements.** All sub-recipients, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the DHS or EOPSS, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements.
13. **Limited English Proficiency.** All sub-recipients of funding under this grant are required to take reasonable steps to ensure that persons of limited English proficiency have meaningful access to assistance services regarding the development of proposals and budgets and conducting grant funded activities.
14. **Americans with Disabilities Act.** All federal grant sub-recipients must comply with the Americans with Disabilities Act (ADA); (i.e., "all state and local government entities do not discriminate against people with disabilities in their programs, services and activities. State and local governments must take steps to examine their programs and establish a plan for compliance with the law.")
15. **Discrimination Prohibited.** No person shall on the grounds of race, color, religion, national origin, sex or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded through the EOPSS and shall otherwise comply with all applicable state anti-discrimination law including but not limited to the provisions of G.L. c. 151B. Sub-recipients of funds are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; and DOJ Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G.
16. **Reporting of Adverse Finding of Discrimination.** It is the responsibility of all sub-recipients, sub-grantees, and contractors under grants, to report to EOPSS, any finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin, sex or sexual orientation by a federal or state court or administrative agency.
17. **Equal Opportunity Program Requirements.** It is the responsibility of all sub-recipients to ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*, including, where applicable, the requirement of sub-recipients to formulate, implement

and file an Equal Opportunity Employment Plan with the EOPSS and the Office of Justice Programs, Office for Civil Rights.

18. **Application of Special Conditions to Sub-Recipient Grantees:** Unless otherwise directed, sub-recipients are not encouraged to engage in their own sub-granting activities using awarded federal homeland security funds. If a sub-recipient proposes to engage in sub-granting activities, it must first receive EOPSS approval. If approved, the sub-recipient shall ensure its sub-grantees adhere to all applicable DHS/FEMA, OGR, and Homeland Security Division special conditions. Further, a copy of the signed contract between the sub-recipient and the sub-recipient's grantee shall be sent to EOPSS.
19. **Reporting.** Sub-recipient agrees to submit timely and accurate Quarterly Program and Fiscal Reports via e-mail if an electronic signature is available (otherwise via hard copy) to the EOPSS Homeland Security Division. Sub-recipient agrees to participate in EOPSS-sponsored surveys and all other required reports related to any EOPSS-administered grant program. The EOPSS Homeland Security Division reserves the right to deny payment to approved programs, pending receipt of such reporting documentation. **Quarterly reports must be submitted to the EOPSS Homeland Security Division within fifteen (15) days after the close of each calendar quarter.** Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
20. **Cash Management.** Sub-recipients acknowledge that this program is a reimbursable grant program and that under no circumstances may federal funds be held in an account pending payment of an invoice for more than 72 hours from the time the funds are transferred from the Commonwealth to the grant sub-recipient.
21. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
22. **Monitoring.** Sub-recipient agrees to cooperate with EOPSS monitoring and site visits.
23. **Safeguarding and Access to Security Sensitive Data and Information.** All sub-recipients agree to adhere to proper administrative handling when handling grant-program related documents labeled Sensitive Security Information (SSI), Protected Critical Infrastructure Information (PCII), For Official Use Only (FOUO), etc. Sub-recipients of homeland security grant funding also expressly agree to notify EOPSS in circumstances where a third party seeks access to information deemed security sensitive by EOPSS and further agrees to cooperate in a coordinated response to such requests.
24. **Copyright/Licenses.** The sub-recipient acknowledges that EOPSS and DHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal or state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) and rights of copyright to which a sub-recipient or sub-grantee purchases ownership with Federal support. The sub-recipient agrees to consult with EOPSS and the DHS regarding the allocation of any patent rights that arise from, or are purchased with funding under this program.
25. **Acknowledgement in Published Materials.** Sub-recipient agree that any publication (e.g., written, visual, or sound) it or its contractors issues describing programs or projects funded in whole or in part with federal funds, contain the following statement:

"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

26. **Procurement.** Sub-recipient agrees to adhere to the applicable state, local, and other applicable procurement requirements.
27. **Equipment Specifically Intended for Regional-Use:** Sub-recipients who procure these equipment items (e.g., regional emergency shelter trailers, regional foam trailers, etc) shall, at a minimum, meet the following requirements:
- i. identify one entity as the owner who will be responsible for storage and maintenance of the item;
  - ii. ensure notification, as appropriate, is provided to the surrounding communities about the item, its use, and how to obtain further information related to the item;
  - iii. ensure a Standard Operation Procedure (or like document) document is developed that details, at a minimum, the proper storage, deployment, use, and maintenance of the item;
  - iv. ensure a Memorandum of Understanding is developed and agreed to, as appropriate, by entities who may request the item.
28. **Disposal and sale of equipment purchased via DHS funds.** Any proposed sale and/or disposal must adhere to current EOPSS policy.
29. **User Fees.** Any proposed ‘user fees’ related to equipment, items, services, etc acquired via DHS funding must be pre-approved by EOPSS.
30. **Environmental Planning and Historic Preservation (EHP).** Sub-recipients shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, which is done through EOPSS. EHP activities include, but are not limited to, communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Sub-recipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify FEMA, EOPSS, and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
31. **Property acquired with grant funds.** The Homeland Security Division of EOPSS requires that property - with a unit cost of \$500.00 or greater and that has a shelf-life of one year or greater - acquired with federal homeland security grant funds be tagged and tracked using a computer-based inventory system. The sub-recipient agrees, when practicable, any equipment purchased with homeland security grant funding shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
32. **Reporting of violations (fraud, waste, and abuse).** It is the responsibility of all grant sub-recipients and their respective agency personnel, grantees, and contractors under grants, to report to EOPSS or other DHS responsible offices any alleged violations, serious irregularities, sensitive issues, or overt or covert acts that would use public funds or perform program or administrative requirements in a manner not consistent with grantor agency statutes, related laws and regulations, appropriate guidelines, or purposes or objectives of the grant.
33. **Federal Drug Free Workplace Requirements.** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code)

34. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

35. **Debarment, Suspension, and Other Responsibilities.** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

36. **Internet Access.** Sub-recipients must have Internet access.

37. **Email addresses.** Sub-recipient project directors of grant programs must have individual email addresses.

**As the duly authorized representative of the sub-recipient, I hereby certify that the sub-recipient will comply with the above conditions.**

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title