**Special Terms, Conditions, and Reporting Requirements for EMPG, CCP, and HMEP Sub-Recipients**

**Parties**

The “Contractor” or “Sub-recipient” is an eligible public or private not-for-profit entity that has submitted an application for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (“Department”), is responsible for administering this grant program.

**Agreement**

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the attached application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

**Terms and Conditions**

1. **Emergency Management Performance Grant (EMPG) and Citizen Corps Program (CCP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Homeland Security-Federal Emergency Management Agency (DHS/FEMA) and the Massachusetts Emergency Management Agency (MEMA) regarding use of the U.S. DHS-FEMA federal homeland security funding.
2. **Hazardous Material Emergency Preparedness (HMEP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Transportation – Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) and MEMA regarding use of the U.S. DOT-PHMSA funding.
3. Any substantive adjustment to a sub-recipient’s scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.
4. Sub-recipients agree to be compliant with the National Incident Management System (NIMS).
5. Sub-recipients agree to comply with the following:

* **2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
* **815 CMR 2.00: State Grants, Federal Grant Awards, Federal Subgrants, and Federal Subsidies**

1. **Federal Funding Accounting and Transparency Act (FFATA).** FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package for all contracts in excess of $25,000.
2. **2 CFR 200 Subpart F Audit Reports, Subpart F Form.** (Replaces former A-133 Requirements). Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Sub-recipient agrees to submit a copy of any Subpart F audits reports as required by Subpart F. Sub-recipient further agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached Subpart F acknowledgement form as part of this contract package.
3. **Sub-recipient Risk Assessment and Monitoring.** (Replaces former A-133 Monitoring Form). Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient’s risk for non-compliance.
4. **Internal Controls.** Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

1. **Procurement**. Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or repayments (See Sub-recipient Non-compliance).
2. **Procurement Contract provisions**. Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II and attached hereto.
3. **Disclosures**. Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.
4. Per 2 CFR 200. 113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effecting the federal award.
5. Sub-recipients understand and agree 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 U.S. DHS FEMA and/or U.S. DOT PHMSA.
6. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
7. **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 MEMA for inspection and copying.
8. **Application of Special Conditions to Sub-Recipient Grantees**: If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable DHS/FEMA, U.S. DOT, and MEMA special conditions.
9. **Reporting.** Sub-recipients agree tosubmit timely and accurate Close-Out and Match Reports as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
10. **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.
11. **Copyright/Licenses**. The sub-recipient acknowledges that MEMA, DHS, and DOT 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.
12. **Acknowledgement in Published Materials**. **EMPG and CCP sub-recipients** **agree** that any publication (e.g., written, visual, or sound) it or its contractors issue 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."

1. **Acknowledgement in Published Materials**. **HMEP sub-recipients agree** that any publication (e.g., written, visual, or sound) it or its contractors issue 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 U.S. DOT PHMSA. 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 the U.S. DOT PHMSA.”

1. **Disposal and sale of equipment purchased via federal grant funds**. Any proposed sale and/or disposal must adhere to current MEMA policy.
2. **User Fees**. Any proposed ‘user fees’ related to equipment, items, services, etc. acquired via DHS funding must be pre-approved by MEMA.
3. **Environmental Planning and Historic Preservation (EHP). EMPG and CCP 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 MEMA.
4. **Equipment acquired with grant funds.** MEMA requires that equipment acquired with federal grant funds be tracked and tagged per current MEMA policy.
5. **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 MEMA 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.
6. **Internet Access.** Sub-recipients must have Internet access.
7. **Email addresses**.Sub-recipientproject directors of grant programs must have individual email addresses.
8. **Sub-recipient Non-compliance**. Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by either FEMA or MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).
9. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.
10. **Records Retention**. The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
11. **Certifications (200.415)**. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

1. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.
2. **The Contractor certifies** that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the subrecipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

Print Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_