

Department/Organization  
Name \_\_\_\_\_

(Print or Type)

**General Subrecipient Grant Conditions  
Office of Grants and Research (OGR)  
Executive Office of Public Safety and Security**

**Instructions and Information for Authorized Signatories**

- **For All Subrecipients**
  - Read and initial all pages where indicated in blue ink.
  - Sign and date as applicable, where indicated in blue ink
  - Read Addendum 5 for special conditions associated with the specific federal grant-stream that is the source of the award.
    - Sign and date at the end.
    - If the source of the award is not federal or there are no special conditions, Addendum 5 will indicate N/A and should be signed and dated nonetheless.
  - Return the signed and initialed General Subrecipient Grant Conditions with the signed Commonwealth of Massachusetts Standard Contract Form as an indication you have read and are agreeing to comply with all pertinent conditions.
  - Your signature on the Standard Contract indicates you have read and are agreeing to comply with all conditions, certifications, and obligations therein.
  - Failure to comply with any conditions may result in termination of the contract or other consequences.
- **Additionally for Law Enforcement Subrecipients**
  - Read and sign Addendum 1: Additional OGR Conditions for Law Enforcement Agencies
- **Additionally for Research Subrecipients**
  - Read, complete, and sign Addendum 2: For Research Grants Only (Human Subjects Protection).

**Section: 1 Subrecipients of Federal Grant Funds**

- When receiving a grant award of federal funds administered by OGR, subrecipients must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.
- Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally. See Addendum 5 for specific conditions associated with a specific federal grant-stream.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and OGR.

### **Subrecipients of State Grant Funds**

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

### **Federal Conditions**

#### **Section: 2 Basic Federal Grant Conditions**

The basic federal grant conditions below apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirements of Federal Funds
  - [2 CFR 200 Subpart F Audit Requirements](#) apply to each non-profit organization, institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- Data Universal Number System (DUNS) and System for Award Management (SAM)
  - All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
  - All subrecipients of federal funds must maintain annual registration in the SAM database: [www.sam.gov/SAM](http://www.sam.gov/SAM)
- Transparency Act Reporting for Federal Funds
  - (The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 OGR makes with federal funds it received after October 1, 2010). Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at [www.USASpending.gov](http://www.USASpending.gov).
- Cost Principles for Federal Grants to non-federal entities, including *State and Local Governments, Non-Profit Organizations and Institutions of Higher Education*
  - [2 CFR Part 200 Subpart E](#) – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.

- The cost of alcoholic beverages is unallowable.
  - Costs incurred by advisory councils are allowable.
  - Audit costs are allowable.
  - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
  - Entertainment costs are unallowable.
  - Equipment costs are allowable with prior approval of OGR. Equipment having a useful life of more than one year and a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in Addendum 4.
  - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
  - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
  
- The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):
  - [Appendix II to Part 200](#)—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - [Appendix III to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - [Appendix IV to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - [Appendix V to Part 200](#)—State/Local Government wide Central Service Cost Allocation Plans
  - [Appendix VII to Part 200](#)—States and Local Government and Indian Tribe Indirect Cost Proposals
  - [Appendix VIII to Part 200](#)—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200
  
- Nondiscrimination Requirements
  - If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20

U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
  - In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
  - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- Human Subjects Protection (For Research Subrecipients only. See Addendum 2.)

### **Section 3: Additional Federal Department-Specific Grant Conditions**

Each federal department typically imposes additional conditions. If your grant award originates from any of the federal departments below, you should be familiar with the text from each of the applicable links.

#### ***U.S. Department of Justice Funds***

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <https://ojp.gov/about/ocr/eeop.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). DOJ's instructions on complying with the EEOP requirement: [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm)

#### ***U.S. Department of Transportation Funds***

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:

<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

#### ***U.S. Department of Homeland Security Funds***

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual: [https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA\\_PreparednessGrantsManual\\_Final\\_508.pdf](https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA_PreparednessGrantsManual_Final_508.pdf)

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at: <https://www.fema.gov/authorized-equipment-list> .

## State Conditions

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form). Please pay attention to the specific certifications, legal references, and links in Addendum 3. The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

## Section 4: Office of Grants and Research Conditions

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

**Drug-Free Workplace Certification** The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.

- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
  - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a time-only extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract. No time extension will be permitted if the amended contract form is executed after the current contract end date.
  - Requests for time extensions must be made at least 30 days before the end date of the current contract.
- **Per CTR policy**, the Legal Address of the Contractor must be entered as it appears on the Contractor's W-9.
- **Award amounts remaining at the end of the contract/ISA** will be reverted to OGR.
- **Interdepartmental Service Agreement (ISA)** spending must adhere to the dates specified in the ISA, and follow CTR policy on the ISAs.
- **Per CTR policy**, the child department's official start date is the date the funds are loaded into MMARS and available to the child department.
- **Each ISA has a defined accounts payable period.** All payments must be completed and disbursed by the end date of the specified accounts payable period.

- Spending occurring after the specified ISA end date may result in denial of those costs. The “child” department will be responsible for covering those costs with an account other than that funding the ISA.
- **Subrecipients may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA.** If the costs have already been accepted in MMARS, OGR will ask the “child” department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.
- **All goods must be received and all services rendered by the end date of the ISA/contract.**
- **An ISA that crosses a state fiscal year (June 30) into the next fiscal year, must observe the Commonwealth’s policies on payment corrections or overpayments.** That is, any mistakes in coding must be corrected with an EX transaction before August 31. All payroll corrections must be made by the date in July specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an ER transaction before August 31.
- **OGR requires all financial reports to be submitted along with a Warehouse Query (for ISAs only) detailing the expenditures made for that period by the child department.**
- At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Requests for reimbursement** must be received by OGR within 30 days of the end date of the contract. Those received after 30 days may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason. Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
  - If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.
- **Programmatic and financial reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.45 per mile or the subrecipient’s normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates** will not be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.
- **2 CFR 200.414 Indirect Cost includes provisions:** That a de minimis indirect rate of 10% of modified total direct costs (MTDC). Non-federal entities which have never held a negotiated rate are eligible to elect the de minimis rate of **10%** of modified total direct costs (MTDC).
- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.

- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s). Comingling of grant funds is strictly prohibited.
- **Submission of Federal OMB Circular 2 CFR 200 Audit Requirements** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year. Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity must be made available promptly upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for three years after the close of the contract.
- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.
- **Use of funds should begin** within 60 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds. If meaningful implementation steps have not begun after 60 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.
- **Instructional materials** created or produced with grant funds will be "work made for hire", as defined in United States copyright law, and EOPSS/OGR shall be considered the author. EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state "Funding provided by EOPSS Office of Grants and Research". Please contact your OGR point of contact if you need assistance with this disclosure.
- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

**Initials:** \_\_\_\_\_

**OVERTIME POLICY  
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS**

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

**Overtime** hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

**Definitions**

For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime*- Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill Related Overtime*- Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient*- An entity receiving a grant award from OGR.
- *First Responder*- State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. ***Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.***

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

**By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.**

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**



**Addendum 1: Additional OGR Conditions for Law Enforcement Agencies**

Law enforcement agencies are subject to mandatory reporting requirements of various information, including but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel a contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth’s Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- **Administration of Narcan/Naloxone.** Law enforcement agencies may be required to submit case-specific information on officer-administration of Narcan/Naloxone using a reporting tool to be determined by EOPSS/OGR.
- [ ] N/A

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**

**Addendum 2: For Research Grants Only**

**Human Subjects Protection**

Research subrecipients must check one of the statements below.

- a. The research activities covered under this Contract/ISA *do not* involve human subjects.**
  
- b. The research activities covered under this Contract/ISA *do* involve human subjects.**
  
- c. N/A**

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at

<http://www.ojp.usdoj.gov/nij/funding/humansubjects/human-subjects.htm>

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

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Sign and submit this form, with an original signature (only if your award is funding research).

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**

## Addendum 3: Excerpts from Commonwealth's Standard Contract

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to [M.G.L. c. 29 §§ 26, 27](#) and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is

intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to

determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [M.G.L. c. 7, § 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; [M.G.L. c. 149](#) (Labor and Industries); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 151](#) and [454 CMR 27.00](#) (Minimum Wage); [M.G.L. c. 151A](#) (Employment and Training); [M. G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); [M.G.L. c. 152](#) (Workers' Compensation); [M.G.L.](#)

[c.153](#) (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 , the Federal Family and Medical Leave Act and [M.G.L. c. 175M](#) (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti- discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination);

[M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law

[M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act; [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), [M.G.L. c. 272 §§ 92A, 98 and 98A](#), and

[M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

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## EXECUTIVE ORDERS

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For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils,

bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130.** Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346.** Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including

[M.G.L. c. 268A, § 5\(f\)](#) and this order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Orders 523, 526 and 565.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order

565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

## Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document. As the name implies, these guidelines apply to all federal grant programs. 2 CFR 200.313 Equipment is now codified by each of the OGR federal granting agencies within various sections of the Code of Federal Regulations. The sections on equipment are as follows:

(a) **Title.** Subject to the obligations and conditions set forth in this section, title to equipment acquired under Federal award will vest upon acquisition in the non-Federal entity, unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, and the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project until funding of the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Non-encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) **State** must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) **Use.**

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment issued on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to

provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must



be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition action, the Federal awarding agency may direct the non-Federal entity to take disposition action.

Initials: \_\_\_\_\_

## Addendum 5: Federal Grant-Stream-Specific Conditions

Special conditions inserted below.

N/A.

### **NHTSA required Certifications and Assurances for Highway Safety Grant (23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended) recipients, subrecipients, contractors and subcontractors**

#### **Nondiscrimination**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree to** comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the

operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

All subrecipients, contractors and subcontractors funded by NHTSA grants-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and **sub agreement** and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree 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 a 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;
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. 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;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
  - e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    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;
  - f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**Political Activity (Hatch Act)**

All subrecipients, contractors and subcontractors funded by NHTSA grants agree to comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Certification Regarding Federal Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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;
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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 section 1352, title 31, U.S. Code. 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.

### **Restriction on State Lobbying**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree that** none of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **Certification Regarding Debarment and Suspension**

#### **Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**4.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**5.** The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**6.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**7.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

**8.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

**9.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**10.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation

in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Tier Covered Transactions

**(1)** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**(a)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**(b)** Have not within a three-year period preceding this proposal 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**(2)** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction, civil judgment, debarment, suspension, ineligible,*



*participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **Policy on Seat Belt Use**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **Policy on Banning Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness,

and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

The National Highway Traffic Safety Administration (NHTSA) has compiled a comprehensive web site library of resource documents related to Federal Regulations for all current and legacy grant programs. Subrecipients must comply with the requirements of the programs that are applicable to their awards. The documents can be accessed here: <https://one.nhtsa.gov/About-NHTSA/Highway-Safety-Grant-Programs/Resources-Guide>

At a minimum, subrecipients must comply with all applicable provisions of:

- Title 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Title 23 CFR Part 1300- Uniform Procedures for State Highway Safety Grant Programs; Final Rule
- Title 23 Chapter II Subchapter A Part 1200

Listed below are some select topics that subrecipients should be particularly aware of.

### **Equipment**

In addition to the federal requirements described in this document that pertain to the procurement, management and disposition of equipment, state agencies must follow state laws and regulations if they are more restrictive.

Items no longer needed or used by Executive Departments are reported to the State Surplus Property Office. Surplus Property becomes available for transfer to executive departments, municipalities, or licensed non-profits. Items not transferred are sold to the general public via auction. The State Surplus Property Program is managed by the Operational Services Division's State Surplus Property Office. The purpose of the Program is to insure that the Commonwealth realizes the maximum benefit from State-owned surplus property by regulating how such property is transferred to Executive Departments, municipalities, licensed non-profit organizations, and the general public.

<https://www.mass.gov/surplus-property-program>

### **Travel Approval**

For any travel that was not previously approved within the scope of work for the grant award, subrecipients must obtain prior written approval from the Highway Safety Division for:

1. Out-of-state travel expenses and;
2. Overnight in-state lodging, meals, and related expenses.

Travel approval requests must be submitted to EOPSS at least thirty (30) days prior to the departure date.

Requests to EOPSS must be from an authorized official for the subrecipient, on its letterhead, and include:

Proposed travel date(s) and destination

- Anticipated travel cost

- Name of grant program
- Name(s) of individual(s) traveling
- Brief explanation of why travel is necessary
- Supporting documents (e.g., conference brochure, agenda or website link)

A separate request must be submitted for each proposed trip, but multiple travelers going together to one destination can be included on one request.

#### **Auto-related In-State Travel**

- Auto-related in-state travel expenses incurred by subrecipients do **not** need prior EOPSS approval. Mileage reimbursement is **\$0.45 per mile as of May 22, 2011**. Mileage reimbursement is for personal vehicles only. No mileage reimbursement will be made related to the use of state/municipal or other organization-owned vehicles.
- Reasonable rental car expenses are allowable.
- Mileage expenses must be based from either the traveler's home or permanently assigned office to a meeting place, whichever is nearer the destination, and back to the starting point if applicable. It is the Massachusetts Executive Office for Administration and Finance requirement to calculate mileage using the shorter distance of the home or office to the temporary work location as detailed here: <http://www.mass.gov/anf/employment-equal-access-disability/employee-benefits-and-comp/mileage-rates>
- For each trip, the starting point, destination(s), and end point must be reported within the reimbursement request. If additional destinations occur during the trip, separately identify the locations visited and the total mileage travelled.
- Trip totals must be supported with either actual odometer start/end readings or computed from a recognized mileage chart or online mapping site. The reimbursement request should include a copy of the chart or site used or the start/end odometer readings.
- Taxi, shuttle or public transportation expenses within a reimbursement request must be supported with a clear photo-copy of a dated receipt that includes the start and end trip points (if possible), the total fare, and the issuing organization. Tips for taxis and shuttles are reimbursable if reasonable and clearly documented with an itemized, dated receipt.
- Tolls and reasonable parking expenses within a reimbursement request must be supported with a clear photo-copy of a dated receipt that shows a total charge and the issuing organization. Toll expenses are reimbursable to the driver of a municipal vehicle if a signed statement on municipal letterhead is included with the reimbursement request to indicate the toll expense was paid by the driver and not by his/her municipal employer.

#### **Overnight In-State Travel**

Reimbursement is allowable for overnight in-state travel expenses (i.e., lodging, meals, and related costs) that involve 180 miles or more of round-trip travel from either the traveler's home or permanently assigned office, whichever is nearer to the destination. EOPSS may waive this requirement in the case of an unusual early start or late end time or if the activity is held on multiple consecutive days. These waiver requests must be submitted to EOPSS at least thirty (30) days prior to the departure date. Pre-approval of overnight in-state travel expenses is always subject to EOPSS discretion, which depends upon the circumstances of the request.

#### **Lodging & Meals Expenses**

Meal expenses/per diems must be allowable and may not exceed the approved travel expenses policy of the traveler's employer (i.e., municipal collective bargaining agreement) or the state travel expenses policy summarized below, **whichever is the more restrictive**. This use of the more restrictive reimbursement rate is required by 2 CFR Part 200 (the Super Circular), [Section 200.474](#). Other key points:

- Reimbursement for meal expenses will only be made in conjunction with travel that requires the traveler to be away from home for more than 24 hours.

- Meal expenses for travel of more than 24 hours are reimbursable at up to \$30.00 for each whole day of travel. A whole day shall be a 24-hour period commencing at midnight.
- For travel for partial days, individual meal allowances are breakfast up to \$6.00, lunch up to \$8.00, dinner up to \$16.00.
- The rates above shall apply only when meals are not included in the rate charged for lodging or otherwise included in registration or conference fees.
- The duration of travel shall begin from the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from such travel assignment

Lodging expenses must not exceed the applicable federal rates for the location visited. The Government Services Administration (GSA) website ([www.gsa.gov](http://www.gsa.gov)) lists current and past lodging rates by city, county, and state and time of year. If obtaining a GSA lodging rate is ultimately not possible, the traveler is responsible for providing an explanation of the following: the amount of the overage (GSA rate vs. obtainable rate), a statement explaining what efforts were made to book lodging at a GSA rate hotel, and why these efforts were unsuccessful. This explanation will need to be submitted by e-mail to EOPSS and approved **before** any reservation is made. The approval e-mail must be included with the associated reimbursement request sent to EOPSS.

Lodging and meal reimbursement requests must be based upon submitted receipts that are adequately detailed and readable to ensure expenses are applicable and allowable.

Lodging and meals tax are allowable. Meals related tips and lodging related tips are allowable so long as they are reasonable and clearly documented on an itemized, dated receipt.

**Transportation Expenses**

The means of transportation which is the least expensive and which is in the interest of economy, with proper consideration to the circumstances, should always be used. Mass transit is preferable to taxis or privately-owned automobiles. Airline baggage handling and re-schedule fees are allowable expenses.

**Unallowable Travel Costs and Other Restrictions**

No reimbursements will be made for car washes, entertainment, and alcoholic beverages. Receipts that combine travel-related expenses under a single total with no itemization of the expenses involved will not be accepted.

If you have any questions regarding this guidance, please contact your Program Coordinator.

<b>Signature of Authorized Signatory</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>

## ACKNOWLEDGMENT

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

*As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.*

Sign and submit this form with an original signature

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**