



Rhode Island Emergency Management Agency

Special Grant Conditions and Reporting Requirement Guidelines

Recipient/sub-recipient agrees to comply with the most recent version of the Administrative Requirements, Cost Principles and Audit Requirements, as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

1. **Administrative Requirements**

- a. 2 CFR §200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 2 CFR §200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

2. **Cost Principles**

- a. 2 CFR §200 Subpart E, Cost Principles for State, Local and Indian tribal Governments.
 - Special Considerations (2 CFR §200.416-.417)
- b. 2 CFR §200 Subpart E, Cost Principles for Education Institutions.
 - Special Considerations (2 CFR §200.418-.419)
- c. 2 CFR §200 Subpart E, Cost Principles for Non- Profit Organizations.
 - Exemptions found in Appendix VIII to Part 200.
- d. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
- e. Financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

3. **Audit Requirements**

- a. Recipient/sub-recipient agrees to comply with the organizational audit requirements of Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations as further described in the current edition of the OJP Financial Guide, Chapter 3.19.
- b. Recipient/sub-recipient agrees to comply with all applicable Rhode Island State Purchases Laws pursuant to Rhode Island General Law Title 37 Chapter 2 et seq.; purchasing rules and regulations.

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Marc R. Pappas, **Director**

- c. Recipient/sub-recipient agrees to use federal funds granted under this award to supplement but not supplant state or local funds for homeland security preparedness. Recipient/sub-recipient understands and agrees that use of any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without express prior written approval of the Office of Domestic Preparedness is strictly prohibited.
- d. Recipient/sub-recipient is prohibited from transferring funds between programs (i.e., State Homeland Security Program, Law Enforcement Terrorism Prevention Program and Citizens Corps Program etc.).
- e. Recipients/sub-recipients receiving \$750,000 or more in federal funds during their fiscal year (FY), must have an audit conducted and submitted to RIEMA.

4. Reporting Requirements and Financial Guides

Sub-recipient agrees to meet reasonable fiscal and administrative requirements to account for its federal grant funds in accordance with OMB Circular A-102 and as the Office of the Governor or Rhode Island Emergency Management Agency (RIEMA) may require including but not limited to submitting: quarterly financial reports, quarterly progress reports and final financial reports. **Quarterly reports must be signed by an Authorized Official and submitted to RIEMA within fifteen (15) days after the close of each calendar quarter as follows:**

<u>Quarter Dates</u>	<u>Quarterly Report Due Date</u>
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15

Failure to comply with this provision may result in the withholding of sub-grant funds until the delinquent report is received.

Sub-recipient further agrees to establish fiscal control and fund accounting procedures which meet minimum requirements of these guidelines to ensure proper disbursement of, and accounting for, grant funds. Such accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Sub-recipients that are not a state or quasi- governmental entity are required to maintain a separate bank account for each grant.

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RIEMA recognizes that the costs associated with equipment lists that were submitted as part of the grant applications may only have been estimates. Therefore, should a cost savings be realized during an equipment acquisition process, the sub-recipient may return excess funds to RIEMA or petition RIEMA to change the quantity of a particular item or request that it be allowed to purchase an additional item. However, requests to purchase items not on the approved award must be submitted to RIEMA and ODP for final approval.

5. *Payment Methodology*

RIEMA shall only remit funds to sub-recipients upon receipt of a Grant Reimbursement Request Form, signed by an Authorized Agent, and supporting documentation.

- a. Equipment or services provided, including vendor invoices, purchase orders, signed packing slips to certify receipt of goods and proof of payment such as cancelled checks.
- b. Exercises or training, copies of training announcement including date, time, instructors and or speakers, location, topic(s), spread sheet with attendee's name, rates of pay and number of hours signed by an Authorized Agent and proof of payment such as attendee sign in lists with signatures or payroll records.

6. *Grant Closeout Date*

The Grant Reimbursement Request Form may be submitted at any time during the grant period of performance. Any unused balance existing at the grant end dates shall be de-obligated back to RIEMA unless sub-recipient receives an extension from RIEMA.

7. *Project Monitoring/Evaluation*

Sub-recipient agrees to fully cooperate with periodic programmatic, fiscal monitoring, records review and site visits conducted by RIEMA. Sub-recipient agrees to follow any other special conditions specified in the REC (Record of Environmental Consideration) and/or by the State and FEMA. Sub-recipient agrees to submit timely and accurate Program Evaluation Reports to RIEMA and to participate in RIEMA sponsored surveys and all other required reports related to any RIEMA-administered grant program. RIEMA reserves the right to deny payment to any approved programs, for failure to comply with this provision.

8. *Maintenance of Records*

All grant documents including but not limited to invoices, purchase orders, packing slips, equipment make, model and serial numbers, must be maintained for a minimum of three (3) years after RIEMA closeout date.

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9. *Property acquired with grant funds*

RIEMA requires that property acquired with grant funds be tagged and tracked detailing description of the property, serial or identification number, source of property, name of owner, acquisition date, cost, location, condition and disposition data. Title to property acquired in whole or in part with grant funds shall vest in the sub-recipient, subject to divestment at the option of RIEMA, where its use for homeland security purposes is discontinued. Sub-recipients shall exercise due caution in the use, maintenance, protection and preservation of such property, this will include indemnification of property and equipment until depreciated, per 2 C.F.R. 200.310

10. *Civil Rights Requirements*

All recipients, sub-recipients regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the Office of Civil Rights (OCR) of the U.S. Department of Justice, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements. 28 CFR 42.202(n).

RIEMA may periodically collect information concerning finding a subrecipients civil rights procedures and policies. This may be done during on-site monitoring visits or during desk reviews.

11. *Americans with Disabilities Act*

All federal grant recipients must comply with the American with Disabilities Act (ADA).

12. *Discrimination Prohibited*

No person shall on the grounds of race, color, or religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, specifically the nondiscrimination provision that appears at 42 U.S.C. § 3789c) (1). Recipients/sub-recipients of funds under the Act are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. §6102; and DOJ Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G.

13. *Reporting of Adverse Finding of Discrimination*

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It is the responsibility of all grantees, sub-recipients and contractors under grants, to report to the Office of Justice Programs, Office for Civil Rights and the Rhode Island Division of Legal Services within the Department of Administration, any finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin or sex by a federal or state court or administrative agency pursuant to 28 C.F.R. Part 42.204(a-c).

RIEMA may periodically collect information concerning finding a subrecipients civil rights procedures and policies. This may be done during on-site monitoring visits or during desk reviews.

14. Equal Opportunity Program Requirements

It is the responsibility of all sub-recipients to ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207, 42.301 et seq., Rhode Island General Laws Title 28 Chapter 5 through 6; and Gubernatorial Executive Orders governing the promotion of a diverse workforce, equal opportunity and the prevention of sexual harassment and including where applicable, the requirement of sub-recipients to formulate, implement and file an Equal Opportunity Employment Plan with RIEMA and the Office of Justice Programs, Office for Civil Rights.

15. Application of Sub-Grant Conditions to Contractors

Whenever a sub-recipient may choose to implement a project by further sub-granting to an implementing sub-recipient or an independent contractor, all or any part of the amount of this award, the sub-recipient shall include the provisions of these standard sub-grant conditions in a further sub-grant award or contract which shall be reduced to writing and submitted to RIEMA for **prior written approval (2 CFR §200.407)**. Such implementing sub-recipients or independent contractors, when utilized by the sub-recipient, may be responsible for the day-to-day operations of the project, including hiring, terminations and budget revisions, however, only when the contracts between the sub-recipients and the implementing sub-recipients or independent contractors so specify. A signed copy of all such contracts must be forwarded to RIEMA.

16. Ethical Standards/Prohibited Political Activity

It is the responsibility of all sub-recipients to comply with applicable provisions of Rhode Island General Law Chapter 14 Title 36 Code of Ethics and the provisions of the Hatch Act, which limits the political activity of public employees.

17. Congressional Budget and Impoundment Control Act of 1974, as amended

Grant awards are conditional, and subject to congressional or executive action including

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budget deferral recession.

18. Lobbying, Debarment, Suspension, Drug-Free Workplace

Sub-recipient shall complete the appropriate provisions of the attached OJP Form 4061//6.

19. Interest Earned on Federal Funds

Political subdivisions, (including cities, towns, counties and special districts created by State law) shall account for interest earned on Federal funds. Local units of government may keep interest earned on Federal grant funds up to \$100 per **federal fiscal year**. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year. Interest earned in excess of \$100, excluding Local Law Enforcement Block Grants (LLEBG) and Juvenile Accountability Incentive Block Grants (JAIBG) must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

Non-profit organizations shall account for interest earned on Federal funds. Non-profit organizations may keep interest earned on Federal grant funds up to \$250 **per federal fiscal year**. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year. Interest earned in excess of \$250, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852

Interest earned on LLEBG Block and JAIBG Block grants must be accounted for and reported as program income, and used in accordance with the provisions of Part III, Chapter 4 (Program Income). Any unexpended program income should be remitted to the Office of Justice Programs, Office of the Comptroller, Attn: Funds Control Branch 810 7th Street, NW 5th Floor, Washington, DC 20531.

20. NIMS Compliance

Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness responses, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide.

NIMS Training includes Independent Study (IS) courses: IS-100, IS-200, IS-700, IS-800; **and**

- a. the FEMA Professional Development Series (PDS) of: IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244
- b. the Emergency Management Professionals Program (EMPP) Basic Academy: E/L 101, E/L

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102, E/L 103, E/L/K 0146, and E/L 105.

Sub-Recipients must also complete the NIMS Data Collection Tool by November 30th each year.

21. Collection of Unallowable Costs

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal or State agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise.

22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

To ensure compliance with the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (2 CFR §200.216)*:

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

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Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses,

institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- c. See Public Law 115-232, section 889 for additional information.
- d. See also §200.471.

I have read, initialed and understand the eight (8) pages of Special Grant Conditions and Reporting Requirement Guidelines and hereby agree to comply with them.

Signature of Authorized Agent Date Agency

Name (Printed) Grant Award Number

Signature of RIEMA Director Date

PLEASE SIGN AND RETURN WITHIN THIRTY (30) DAYS

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